

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR: B/SM 124/21: SITE REHABILITATION OF ERF 3229 IN MOOIWATER, FRANSCHHOEK

TENDER NUMBER: B/SM 124/21

DESCRIPTION: SITE REHABILITATION OF ERF 3229 IN MOOIWATER, FRANSCHHOEK

CLOSING DATE: 8 November 2021

CLOSING TIME: 12h00: Bids will be opened in the Council Chambers or SCM Boardroom. Due to Covid-19 restrictions, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.

CIDB: The following CIDB class of construction works will be applicable to the Tender, in accordance with the sum tendered or value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2004 (as amended) – As at 23 May 2019 - **Class of Construction Works: 4CE or higher**

INFORMATION:

Tender Specifications: Clint Stockwell at 021 418 2025: E-mail: admin@easengineers.co.za

SCM Requirements: Jane Sampson at 021 808 8520: E-mail: jane.sampson@stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A Compulsory Virtual MS Teams Meeting will be held on Thursday 14TH October 2021 at 10h30. **You are hereby requested to provide contact details which must include the contact person attending, company name you presenting, email address and cell phone number to Ms Ncebakazi Kuse at Ncebakazi@easengineers.co.za, clearly referring to the tender number on 12th October 2021 at 10:30 (48 hours) prior to the meeting. Tenderers who fail to provide their contact details for the virtual meeting, will be regarded as non-compliant.**

Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on 1 October 2021. The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the dti should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid. **Please note that the requirements in terms of local production and content are fully contained in the tender document**

Tenders may only be submitted on the tender documentation issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any tender.

Sealed Tenders, with “**BSM 124/21: SITE REHABILITATION OF ERF 3229 IN MOOIWATER, FRANSCHHOEK**”, clearly endorsed on the envelope, must be deposited in the tender box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. The tender box is accessible 24 hours a day and tenders must be accompanied by the completed tender documents. Tenders not accompanied by a complete tender document, will not be considered.

NOTE: Tenders will be evaluated in accordance with the Supply Chain Management Policy, relevant specification and local content as depicted in the document and Preferential Procurement Regulations, 2017, which was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No. 40553.

The preferential points system applied is as follows:

Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE	100

The following conditions to Tender exist (failure to comply may result in your tender being disqualified):

1. This tender is subject to the general conditions of contract (GCC) and special conditions for tendering;
2. Relevant terms of reference
3. Tenderers must be registered on Central Supplier Database (CSD) if they wish to conduct business with the municipality
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za.

Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R528.00 per document.

G Mettler (Ms)

MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 124/21: TERREIN REHABILITASIE, ERF 3229 TE MOOIWATER, FRANSCHHOEK

TENDER NOMMER: **B/SM 124/21**
BESKRYWING: **TERREIN REHABILITASIE, ERF 3229, MOOIWATER, FRANSCHHOEK**
SLUITINGSDATUM: **8 November 2021**
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaal-bestuurs Raadsaal**. As gevolg van Covid-19 beperkinge sal die opening van tenders vir die publiek nie plaasvind nie, maar die openingsregister sal onmiddellik daarna op die munisipale webwerf geplaas word.

KIOR: Die volgende KIOR klas vir konstruksiewerk, in ooreenstemming met die totale bedrag getender of waarde bepaal in ooreenstemming met regulasie 25 (7A) van die Konstruksie-industrie Ontwikkelingsraad, Regulasies, 2004 (soos gewysig) op 23 Mei 2019, sal op die bod van toepassing wees. Tendersaars moet 'n **geskatte KIOR kontrakteurgradering** van ten minste **4CE of hoër** hê

NAVRAE:

Tender spesifikasies: **Clint Stockwell at 021 418 2025:** Epos: admin@easengineers.co.za
Vkb vereistes: **Jane Sampson by 021 808 8520:** Epos: Jane.sampson@stellenbosch.gov.za
Kantoor Ure: **08h00-15h30**

'n Verpligte Virtuele spanne-vergadering word op 14 Oktober 2021 om 10:30 gehou. U word hiermee versoek om kontakbesonderhede, van die kontakpersoon wat bywoon, die naam van u onderneming, e-posadres en selfoonnommer aan Ncebakazi Kuse at Ncebakazi@easengineers.co.za te verstrek, met verwysing na die tendernommer op 12 Oktober 2021 om 10:30 (48 uur) voor die vergadering. Tendersaars wat nie hul kontakbesonderhede vir die virtuele vergadering verstrek nie, sal as nie-nakomend beskou word.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12h00 op 1 Oktober 2021**, soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaal Bestuurskamel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word. **Neem kennis dat die vereistes in terme van die plaaslike produksie en inhoud volledig in die tender dokument vervat is.**

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: "**B/SM 124/21: Terrein rehabilitasie, Erf 3229 Mooiwater, Franschhoek** op die koevert, moet geplaas word in tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies en plaaslike inhoud soos vervat in die tender dokument asook die Voorkeurverkrigingsregulasies 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.

Tendersaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	20
Totale punte	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tendersaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R528,00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)

MUNISIPALE BESTUURDER



STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

TENDER NO.: B/SM 124/21
SITE REHABILITATION OF ERF 3229 IN MOOIWATER, FRANSCHOEK
PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 112):	
COMPLETION PERIOD IN WORKING DAYS:	
BBBEE LEVEL	
CRS NUMBER & CIDB GRADING	

OCTOBER 2021

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Clint Stockwell
Project Engineer
Tel. Number: **021 418 2025**



1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR: B/SM 1124/21: SITE REHABILITATION OF ERF 3229 IN MOOIWATER, FRANSCHHOEK

TENDER NUMBER: B/SM 124/21
DESCRIPTION: SITE REHABILITATION OF ERF 3229 IN MOOIWATER, FRANSCHHOEK
CLOSING DATE: 8 November 2021
CLOSING TIME: 12h00: Bids will be opened in the Council Chambers or SCM Boardroom. Due to Covid-19 restrictions, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.

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G Mettler (Ms)
MUNICIPAL MANAGER



TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 124/21: TERREIN REHABILITASIE, ERF 3229 TE MOOIWATER, FRANSCHHOEK

TENDER NOMMER: **B/SM 124/21**
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SLUITINGSdatum: **8 November 2021**
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NAVRAE:

Tender spesifikasies: **Clint Stockwell at 021 418 2025:** Epos: admin@easengineers.co.za
Vkb vereistes: **Jane Sampson by 021 808 8520:** Epos: Jane.sampson@stellenbosch.gov.za
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Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12h00 op 1 Oktober 2021** soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaal Bestuurskakeel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bidders skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word. **Neem kennis dat die vereistes in terme van die plaaslike produksie en inhoud volledig in die tender dokument vervat is.**

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: **"B/SM 124/21: Terrein rehabilitasie, Erf 3229 Mooiwater, Franschhoek** op die koevert, moet geplaas word in tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendersaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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Tenderaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	<u>20</u>
Totale punte	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
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5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamewooi van **R528,00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 124/21	CLOSING DATE:	8 NOVEMBER 2021	CLOSING TIME:	12:00
DESCRIPTION	SITE REHABILITATION ON ERF 3229 MOOIWATER, FRANSCHHOEK				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER			6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		CONTACT PERSON	Clint Stockwell	
CONTACT PERSON	Jane Sampson		TELEPHONE NUMBER	021 418 2025	
TELEPHONE NUMBER	021 808 8520		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	admin@easengineers.co.za	
E-MAIL ADDRESS	Jane.sampson@ Stellenbosch.gov.za				



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes	No
MBD 6.2 (Local Content) - Is the form duly completed and signed? Guidance Document for the Calculation of Local Content attached for information purposes?	Yes	No
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No
Form of Indemnity - Is the form duly completed and signed?	Yes	No
Pricing Schedule - Is the form duly completed and signed?	Yes	No
Form of Offer - Is the form duly completed and signed?	Yes	No
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

I / We*, the undersigned, certify that I / we* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we* am / are* submitting this Tender and have, as far as practicable, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

For all compulsory virtual teams meetings , bidders who fail to provide their contact details 48 hours prior to the virtual teams meeting , will be regarded as **non-compliant**



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

authorized signatory of the Company/Close Corporation/Partnership (name) _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



6. STANDARD CONDITIONS OF TENDER (CIDB)

The Standard Conditions of Tender are as published in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contract, August 2019

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

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

C.1 General

C.1.1 Actions

Add the following:

The Employer is the Stellenbosch Municipality, represented by the Infrastructure Services Department.

C.1.2 Tender Documents

Add the following:

The following documents form part of this tender:

VOLUME 1: The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 2: The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are available and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 1 and 2 may also be inspected, by appointment, at the Municipal office during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The Contract Document (this document), in which is bound:

The Tender

1. TENDER NOTICE & INVITATION TO TENDER

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

2. CHECKLIST
3. CLARIFICATION/VIRTUAL MEETING CERTIFICATE
4. AUTHORITY TO SIGN A BID
5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
6. STANDARD CONDITIONS OF TENDER (CIDB)
7. CONDITIONS OF CONTRACT
8. GENERAL CONDITIONS OF TENDER
9. MBD 4 – DECLARATION OF INTEREST



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20
11. MBD 6.2 – GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT ATTACHED FOR INFORMATION PURPOSES
12. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
13. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
14. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION
15. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES
16. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)
17. FORM OF INDEMNITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE

18. SPECIFICATIONS
19. PRE-QUALIFICATION SCORE SHEET
20. SCHEDULE OF PLANT AND EQUIPMENT
21. SCHEDULE OF SUBCONTRACTORS
22. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS
23. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS
24. CERTIFICATE OF REGISTRATION WITH CIDB
25. FORM OF OFFER AND ACCEPTANCE
26. PRICING SCHEDULE
27. DECLARATION BY TENDERER
28. ANNEXURES

VOLUME 4: Drawings (listed in Annexures)

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

C.1.4

Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal or any other form of communication, given by the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless issued formally by the Employer in writing to tenderers through its Chief Financial Officer or his nominee. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Representative, for the purposes of any communication between the employer and Tenderer is:

Name:	EAS Infrastructure Engineers (Pty) Ltd
Address:	20 Lower Burg Street Cape Town 8001
Tel:	(021) 418 2025
Cell:	083 231 4801
Email:	admin@easengineers.co.za



C.1.6.2 A competitive negotiation procedure will not be followed.

C.1.6.3 A two-stage proposal procedure will not be followed.

C.2.2.1.2 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with an active status with the CIDB, 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 a 4CE class of construction work**, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the CE class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, tenderers who are capable of being so registered with an active status with the CIDB prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

For alpha-numeric associated with the Contractor Grading Designations see Annex G attached. Refer also to Schedule 24.

C.2.7 Compulsory clarification meeting

Add the following:

A Compulsory Virtual MS Teams Meeting will be held on Thursday 30th September 2021 at 10h30. You are hereby requested to provide your contact details which must include your email address 48 hours prior to the meeting. Therefore, before the 28th September 2021 at 10h30 your contact information must be send to Ms Ncebakazi Kuse at Ncebakazi@easengineers.co.za, clearly referring to the tender number. Tenderers who fail to provide timeous contact details for the information session will be regarded as non-complaint.

C.2.10 Pricing the tender offer

Add clause C.2.10.5:

C.2.10.5 Tenders must only price works that is in line with their capabilities. Tenderers must therefore not provide rates for work items, that can-not be completed to the required specifications. Tenderers must not provide rates for work items that are outside of the scope and capabilities of the Tenderer. Where the tenderer has stipulated additional conditions tied to a submitted rate, the rate will be deemed null and void.

C.2.12 No alternative tenders allowed.

C.2.13 Submitting a tender offer

C.2.13.2 *Replace clause C.2.13.2 with:*

1. Documents may only be completed in non-erasable ink.
2. The use of correction fluid/tape is not allowed.



3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. Alterations or deletions not signed by the Tenderer may render the tender invalid.
5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)

C.2.13.4 *Add to clause C.2.13.4:*

Certificate of Authority for Joint Ventures and the Joint Venture Agreement must be completed and submitted as part of the bid documents.

1. No amendments to Joint Venture Agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
2. Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
3. All members of the Joint venture must submit, with the bid documents:
 - ☐ a valid tax clearance certificate or SARS tax pin, individually;
 - ☐ an agreement that clearly provides clarity of Profit and liability sharing; and
 - ☐ a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint Venture agreement.

C.2.13.5 *Add the following to C.2.13.5:*

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Stellenbosch Municipality building
 Plein Street
 Stellenbosch

Identification details: **Tender number: B/SM 124/21**
 Title of tender: **SITE REHABILITATION OF ERF 3229 IN MOOIWATER, FRANSCHOEK**

Sealed tenders (including any alternative tenders) with the Tenderer's name and address and the endorsement "**TENDER NO. B/SM 124/21 SITE REHABILITATION OF ERF 3229 IN MOOIWATER, FRANSCHOEK**" on the envelope(s), must be placed in the appropriate official tender box at the abovementioned address.

C.2.13.9 *Replace clause C.2.13.9 with:*

Mailed, telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted.

C.2.15 **Closing time**

C.2.15.1

Add to clause C.2.15.1: The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Any Tender received after the appointed time for the closing of tenders will not be considered and will be filed unopened with the other tenders received or returned to the Tenderer at his/her request.

Sealed tenders, with the "**Tender Number and Title**" clearly endorsed on the envelope, must be deposited in the **tender box**.

The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch. Tenders that are deposited in the incorrect box will not be considered.

C.2.16.1 *Add to clause C.2.16.1:* Tender offer validity period is 180 days.

C.2.20 *Add to clause C.2.20:*



The Contractor is required to submit together with this document a signed Occupational Health and Safety Agreement and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer.

Proof of Insurance and Guarantees are not required at tender stage. The service provider must provide proof that the necessary Insurance and Guarantees are in place when being considered for a works package. The Insured amount will depend on the requirements of a works package.

C.2.23 *Add to clause C.2.23:*

The Tenderer must complete and submit all forms and certificates contained in this Tender. The tenderer must also submit with this tender all requirements as stated in these forms and certificates.

C.3.4.1 *Add to clause C.3.4.1:*

Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

C.3.8 **Test for responsiveness**

C3.8.2 *Add the following two sub-clauses after C.3.8.2:*

Tenders will be considered non-responsive if, inter alia:

- a) the tender is not in compliance with the Scope of Work and the provisions set out in the tender data.
- b) has not signed authority to sign bid certificate.
- c) the tenderer does not comply with the CIDB registration (active status) and contractor grading designation specified in C.2.1.1.2 above;
- d) the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request as stated in C.2.17;
- e) the tendering entity's experience, and tenderer's key staff and their experience as tendered in Schedule 19 has failed to achieve the minimum requirements in terms of eligibility criterion as stated in C.2.1.1.3.
- f) the tenderer has failed to attend the compulsory site visit / tender clarification meeting and failed to attached the signed certificate.

Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by:

- g) tenderers who, notwithstanding having submitted duly completed certificates of independent tender determination are nevertheless deemed to have knowledge of the contents of any other tenderer's offer and/or a certificate is not true and correct in every respect;
- h) tenderers in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
- i) tenderers who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
- j) tenderers in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

C.3.11 **Evaluation of tender offers**

C.3.11.1 **General**



A functionality evaluation will be carried out, responsive bids will be admitted for further evaluation.

All information provided by the Tenderer for the Functionality Assessments, must pertain to the tenderer's own internal experiences etc., and not that of an external specialist or other contractor. The functionality evaluation will relate to the tenderer's ability to provide a quality service to the Municipality, therefore the tenderers experience will be evaluated.

Tenderers are required to complete all the Functionality Schedules as listed in the Returnable Schedule 19. Tenderers are to provide information that is in line with their CIDB category. Evaluations will be based on the Tenderers ability to complete works that is in line with the CIDB category.

The functionality evaluation will focus on **civil engineering experience, roadworks and geotechnical rehabilitation related works.**

Note: Only the information provided on the schedules for pre-requirement evaluation and or attached thereto, will be considered to confirm the tendering entity and key staff meets the above eligibility criteria. Failure to complete PRE-QUALIFICATION schedules may result in the tender being non-responsive.

PRE-REQUIREMENT EVALUATION SCORING CRITERIA

QUALITY CRITERIA INDICATORS :	
Bidders experience with respect to projects comparable to typical work assignments.	
WORK ASSIGNMENTS	Relevant Experience
Geotechnical Rehabilitation and Roads Works over R2 million	Tenderer has completed more than 3 similar projects in the last 5 years,

Points will be awarded to tenderers who are eligible for preferences in terms of Schedule MBD6.1: Preferencing Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in Part A Returnable Schedules. The terms and conditions of Schedule MBD6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.

Bidders are to submit proposed key staff information with a minimum of three (3) years experience in geotechnical rehabilitation and road construction projects (e.g. CV's, qualifications and experience) related to the scope of works to the Municipality for approval.

- C3.12 Proof of Insurance and Guarantees are not required at tender stage. The service provider must provide proof that the necessary Insurance and Guarantees are in place when being considered for a works package. The Insured amount will depend on the requirements of a works package

C3.13 Acceptance of tender offer

Add the following to C.3.13:

- C.3.13.1 Tender offers will only be accepted if:
- the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS (Returnable Schedule 9);
 - the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 as a person prohibited from doing business with the public sector;
 - the tenderer has not:
 - abused the Employer's Supply Chain Management System; or



- ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
- iii) failed to perform on any previous contract and has been given a written notice to this effect
- d) the tenderer has completed the Compulsory Enterprise Questionnaire 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.

C.3.15 *Replace Clause C.3.15 with the following:*

C.3.15.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of

2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Stellenbosch Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Stellenbosch Municipality, PO Box 17, Stellenbosch.

C.3.15.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Stellenbosch Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Stellenbosch Municipality Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Reasons and/or grounds for the appeal
 - ii) The way in which the appellants rights have been affected
 - iii) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Municipal Manager, Stellenbosch Municipality, PO Box 17, Stellenbosch.

C.3.15.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

Clauses F.3.13.2 and F.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Stellenbosch Municipality, PO Box 17, Stellenbosch.
- b) All requests in terms of PAJA and PAIA must be submitted in writing to the Municipal Manager, Stellenbosch Municipality, PO Box 17, Stellenbosch.

C.3.16 *Add the following to C.3.16.1:*

C.3.16.1 Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice, and only once the processes described in F.3.13.2 and F.3.13.3 above have been completed can the Employer sign the Acceptance part of the Form of Offer and Acceptance.

C.3.16.2 *Replace sub-clause F.3.16.2 with the following:*

The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.



C.4 The additional conditions of tender are:

C.4.1 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

C.4.2 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.
- 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

C.4.3 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Stellenbosch Municipality in this regard.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the Employer that he/she has the resources and skills required.

C.4.4 Invalid tenders

Tenders may be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (Schedule 24: Agreements and Contract Data);



- b) if the tender is not completed in non-erasable ink;
- c) if the offer (on the Form of Offer and Acceptance) has not been signed;
- d) if the offer (on the Form of Offer and Acceptance) is signed, but the name of the tenderer is not stated or is indecipherable.

C.4.5 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
 - ☐ full name;
 - ☐ identification number or company or other registration number; and
 - ☐ tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - ☐ the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - ☐ the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - ☐ whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Employer is prohibited from making an award to:
 - ☐ a person who is in the service of the state;
 - ☐ a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
 - ☐ an advisor or consultant contracted with the Employer, or
 - ☐ a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete Schedule 1, Part A Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this Schedule may result in the tender not being considered.

C.4.6 Combating abuse of the Supply Chain Management Policy

In terms of the Municipality's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedule 13, Part A: Returnable Schedules: Declaration of Bidder's Past Supply Chain Management Practices (in terms of the Municipal Finance Management Act). Failure to complete this Schedule may result in the tender not being considered.



C.4.7 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, with the exception that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.4.8 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for BBBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

C.4.9 Rates and Pricing

The rates and / or prices submitted and stated in the Pricing Data shall be final and binding throughout the period of the Contract. Where the tenderer has stipulated conditions tied to a submitted rate, the rate will be deemed null and void.

- a) Only tenderers, who's CIDB grading is in line with the value of the Work Assignment / Package, will be considered for appointment of a Work Assignment / Package.
- b) Tenderers cannot be considered for a Work Assignment / Package where rates have not been submitted for items that are included in the bill of quantities of a Work Assignment / Package.
- c) The Municipality would endeavour to achieve a degree of equity among the listed tenderers.
- d) The Municipality reserves the right not to successively appoint the same tenderer, however, the Municipality will ensure that value for money principals (economy, effectiveness and efficiency) are achieved, when making appointments for Work Assignment / Packages.
- e) Work Assignment / Packages cannot be awarded, or the awarded civil works assignments would be cancelled, should the tenderer not comply with the following:



-
- ☐ Submit to Municipality, all required Guarantees and Insurances, within 7 days of being requested to do so.
 - ☐ Submit to the Municipality, within 3 days, written confirmation that the tenderer has the ability to carry out the works:
 - ☐ within the timeframe required by the Municipality,
 - ☐ utilizing the proper materials and work method, as specified in the Contract Data,.
 - ☐ utilizing the proper work methods, as specified in the Contract Data
 - f) Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with tender and contract requirements.
 - g) Tenderers are to note that the Municipality reserves the right not to make use this tender, where it is and where it is apparent that a successful service provider's rate(s) are not in line with market related prices.
 - h) Tenderers are to note that work will be executed in such a manner as to maximise the use of labour- intensive construction methods in order to provide unskilled employment opportunities. For certain works a Community Liaison Officer (CLO) may be required and can be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Engineer and the local communities.

C.4.10 Unbundling of Municipal Infrastructure Assets

As part of the project close-out, the contractor must also unbundle the assets. The unbundling of capital assets means breaking down the capital assets into components according to the capital asset hierarchy as per GRAP 17 (PPE) in support of the annual compilation of a GRAP compliant Fixed Asset Register. In dealing with the unbundling of capital assets, the unbundling must occur at the end of every financial year and the end of the project.



7. CONDITIONS OF CONTRACT

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works, Third Edition, 2015

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

C1.2.2 CONTRACT SPECIFIC DATA

C1.2.2.1 PART 1: DATA TO BE PROVIDED BY THE EMPLOYER (INCLUDING SPECIAL CONDITIONS OF CONTRACT)

Ref/Clause Number	Data
1. GENERAL	
1.1.1.1	<p><i>Re-word this sub-clause as follows:</i></p> <p>“agreed” means agreed by the Employer, or the Employer’s Agent acting on behalf of the Employer, and the Contractor.</p>
1.1.1.2	<p><i>Add the following after “Bill of Quantities”:</i></p> <p>“, also referred to as Schedule of Quantities,”</p>
1.1.1.13	<p>The Defects Liability Period, from the date of the issue of the Certificate of Completion, is: Twelve (12) months.</p>



Ref/Clause Number	Data
1.1.1.14	<p>The time available for achieving Practical Completion, from the Commencement Date is 4 (four) months inclusive of:</p> <ul style="list-style-type: none"> ☐ the number of days referred to in Clause 5.3.2 below, ☐ the number of days referred to in Clause 5.3.3, ☐ non-working days referred to in Clause 5.8.1 below, ☐ special non-working days referred to in Clause 5.8.1 below.
1.1.1.15	<p>The name of the Employer is the STELLENBOSCH MUNICIPALITY, represented by the Director: Infrastructure Services and/or such other person or persons duly authorised thereto by the Employer in writing, and is referred to in this Contract Document by the terms "Employer", "Stellenbosch Municipality" or "Council" as the context provides.</p>
1.1.1.16	<p>The Engineer, referred to in the documents, is the firm of EAS Infrastructure Engineers (Pty) Ltd acting through a director, an associate or an official authorised thereto in writing.</p> <p>The name of the Engineer is: EAS Infrastructure Engineers (Pty) Ltd or their successors duly appointed by the Employer</p>
1.1.1.26	<p>The Pricing Strategy is by Re-measurement Contract.</p>
	<p><i>Add the following Clauses after Clause 1.1.1.34:</i></p>
1.1.1.35	<p>"Drawings" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.</p>
1.1.1.36	<p>"Letter of Notification" means the letters of formal notification signed by the Employer, of the decision of the Municipality's Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderers Offers and no rights shall accrue.</p>
1.2.1.2	<p>The address of the Employer is:</p> <p><u>Physical address:</u></p> <p>Suite 303, The Landing 20 Lower Burg Street CAPE TOWN 8001</p> <p>Mr Clint Stockwell Telephone: 021 418 2025 Email: clint@easengineers.co.za</p>



Ref/Clause Number	Data
2. BASIS OF CONTRACT	
2.4.1	<p><i>Add the following to sub-clause 2.4.1:</i></p> <p>"In the event of any discrepancy between a part or parts of the Contract Document, the following sections will take precedence:</p> <ul style="list-style-type: none"> i. The Form of Offer and Acceptance (Schedule 24) ii. Schedule of Deviations (Schedule 24) iii. Contract Specific Data (C1.2.2) iv. General Conditions of Contract 2015 v. Drawings vi. Amendments to Standard Specifications (Schedule 17) vii. Standard Specifications (Schedule 17) viii. Bills of Quantities (Schedule 25) ix. Annexures (Schedule 27) x. Tendering Procedures and Returnable Schedules, Forms and Certificates. (T1 & T2)."
3. EMPLOYER'S AGENT	
3.2.3	<p>Specific written approval from the Employer, is required before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract or Contract Data:</p> <ul style="list-style-type: none"> a) Clause 3.3.1 Nomination of Employer's Agent's Representative b) Clause 3.3.4 Employer's Agent's authority to delegate c) Clause 5.8.1 Non-working times d) Clause 5.11.1 Suspension of the Works e) Clause 5.12.4 Acceleration instead of extension of time f) Clause 6.3 Variations g) Clause 6.11 Variations exceeding 15% h) Clause 10.1.5 Employer's Agent's ruling on Contractor's claim
	<i>Add the following Clause after Clause 3.2.4:</i>
3.2.5	Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Employer's Agent (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.
4. CONTRACTOR'S GENERAL OBLIGATIONS	



Ref/Clause Number	Data
4.1.2	<p><i>Add the following to Clause 4.1.2:</i></p> <p>The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.</p>
	<p>The Works shall include any work which is necessary to satisfy the Employer's Requirements, Contractor's Proposal and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.</p> <p>The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction and of all the Works.</p> <p>The Contractor shall, whenever required by the Employer's Agent, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer's Agent."</p>
	<p><i>Add the following Clause after Clause 4.3.2:</i></p>
4.3.3	<p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.</p> <p>Inter alia, the Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall always be available for inspection on Site and handed over to the Employer on Final Completion of the project</p> <p>An agreement is included in the Contract Document (Part C1.4 in Agreements and Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
4.4.1	<p><i>Add the following to Clause 4.4.1:</i></p> <p>Any sub-contractor which contributed to the fulfilment of the required experience criteria, as part of the tender eligibility criteria, as defined under Clause F.2.1.1.3 – Part 1.2 – Tender Data, may only be replaced by sub-contractors during the Contract who have at least equal experience to those identified in Returnable Schedule 8 and 9 in Part T2.1 – Returnable Schedules, and will be subject to the approval and acceptance of the Employer.</p>
	<p><i>Add the following Clauses after Clause 4.12.3:</i></p>
4.12.4	<p>Protection of the Environment</p> <p>The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p> <p>The Contractor's attention is also drawn to the Environmental Specification in the Scope of Work.</p>



Ref/Clause Number	Data
4.12.5	<p>As-built records</p> <p>The Contractor shall prepare, and keep up-to-date, a complete set of 'as-built' records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Clause. Two copies shall be supplied to the Employer's Agent prior to the commencement of the Tests on Completion.</p> <p>In addition, the Contractor shall supply to the Employer's Agent as-built drawings of the Works, showing all Works as executed, and submit them to the Employer's Agent for review. The Contractor shall obtain the consent of the Employer's Agent as to their size, the referencing system, and other relevant details.</p> <p>The Works shall not be considered to be completed for the purposes of the issuing of the Completion Certificate under Clause 5.14.4 until the Employer's Agent has received these documents.</p>
5. TIME AND RELATED MATTERS	
5.3.1	<p>The documentation required before commencement with Works execution is:</p> <ul style="list-style-type: none"> a) Health and Safety Plan (Refer to Clause PMD-8.3 in the Health and Safety Specification in Part C3.4 in the Scope Work) b) Initial programme (Refer to Clause 5.6) c) Security (Refer to Clause 6.2) d) Insurance (Refer to Clause 8.6) e) Occupational Health and Safety Agreement (Part C1.4 in Agreements and Contract Data) f) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 4.3) g) Protection of the Environment Declaration (Part C1.5 in Agreements and Contract Data)
5.3.2	Documentation required before commencement with Works execution shall be submitted within 14 days .
5.4.2	Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.
	<i>Add the following Clause after Clause 5.4.3:</i>
5.4.4	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
5.6.1	<p><i>Add the following to Clause 5.6.1:</i></p> <p>"The programme must be submitted in Gantt chart format. If applicable, expected interface dates with other contractors are to be shown. The Gantt chart should show the baseline and suitable milestones. The programme must clearly identify the critical path for completion of the Works."</p>



Ref/Clause Number	Data																								
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <p>a) All gazetted public holidays falling outside the year end break.</p> <p>b) The year-end breaks (all dates inclusive to the yearend breaks)</p> <p>☐ commencing on or around 16 December and ending on or around 7 January.</p>																								
5.8.1	Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".																								
5.12.1	<p>Add the following to the end of Clause 5.12.1:</p> <p>" , but shall only be granted where it is also shown that a delay has occurred to the critical path of the approved programme referred to in sub-clause 5.6.3."</p>																								
5.12.2.2	<p><i>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</i></p> <p><i>During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.</i></p> <p><i>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</i></p> <table style="margin-left: 40px;"> <tr><td>January</td><td>2 days</td></tr> <tr><td>February</td><td>2 days</td></tr> <tr><td>March</td><td>3 days</td></tr> <tr><td>April</td><td>4 days</td></tr> <tr><td>May</td><td>8 days</td></tr> <tr><td>June</td><td>9 days</td></tr> <tr><td>July</td><td>9 days</td></tr> <tr><td>August</td><td>8 days</td></tr> <tr><td>September</td><td>5 days</td></tr> <tr><td>October</td><td>4 days</td></tr> <tr><td>November</td><td>2 days</td></tr> <tr><td>December</td><td>2 days</td></tr> </table> <p><i>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for above, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.</i></p> <p><i>It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</i></p>	January	2 days	February	2 days	March	3 days	April	4 days	May	8 days	June	9 days	July	9 days	August	8 days	September	5 days	October	4 days	November	2 days	December	2 days
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October	4 days																								
November	2 days																								
December	2 days																								



5.13.1	<p><i>The penalty for failing to complete the Works as per the individual scope of works will be determined separately for each work assignment.</i></p> <p><i>Insert the following after “actual date of Practical Completion”:</i></p>
5.14.1	<p><i>The requirements for achieving Practical Completion will be determined by the Employer’s Agent in consultation with the Contractor and Employer, but will as a minimum entail the following:</i></p> <ul style="list-style-type: none"> <i>Full access to the completed works by the Employer.</i>
5.14.5.1	<p><i>Amend Clause 5.14.5.1 as follows:</i></p> <p>In the second line, replace the word “Guarantor” with the words “Contractor, who shall then be responsible for returning it to the Guarantor”</p>
5.16.3	<p>The latent defects period is 10 years.</p>
6. PAYMENT AND RELATED MATTERS	
6.2.1	<p>Delete the word “selected” and replace it with “stated”.</p> <p>The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the precise wording of the document included in Part C1.3 of the Contract Data: Form of Performance Guarantee, and it shall be issued by a financial institution approved by the Employer, as listed in the Annexure attached thereto.</p>
6.2.2	<p><i>Delete Clause 6.2.2 in its entirety.</i></p>
6.2.3	<p><i>Delete Clause 6.2.3 in its entirety and replace with the following:</i></p> <p>“The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.”</p>
6.4	<p><i>Add the following to the end of the clause:</i></p> <p>“If the Employer’s Agent requests prices or rates for extra or additional work, the Contractor shall supply the prices or rates for the work within fourteen (14) days of the request. If the Employer’s Agent considers the prices or rates unreasonable he shall request the Contractor to revise these prices or rates immediately. Delays that arise as a result of the Contractor’s failure to supply reasonable rates within the fourteen (14) day period shall be the responsibility of the Contractor.</p> <p>The prices or rates shall be accompanied by a fully detailed, complete break-down indicating mark-ups throughout and copies of suppliers/sub-contractors quotations shall be attached.</p> <p>On completion of the extra or additional work, and when the Contractor has made payment to his suppliers/sub-contractors, the Contractor shall supply the Employer’s Agent with copies of all his, and his suppliers/sub-contractors, invoices and receipts.”</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is 10%.</p>



Ref/Clause Number	Data										
6.8.2	<p><i>Add the following to Clause 6.8.2:</i></p> <p>Adjustment in rates and/or prices</p> <p>The contract price shall be subject to contract price adjustment in accordance with Clause 6.8: Adjustment in rates and/or prices.</p> <p>If special materials are specified in the Contract Data then the provisions of Clause 6.8.3 shall apply to such special materials.</p> <p>Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the contract price adjustment schedule with the following values</p> <table><tr><td>x</td><td>LABOUR (a)</td><td>PLANT (b)</td><td>MATERIALS (c)</td><td>FUEL (d)</td></tr><tr><td>.15</td><td>0.15</td><td>0.25</td><td>0.55</td><td>0.10</td></tr></table> <p>The base date for the purposes of calculating Contract Price Adjustment (CPA) shall the month prior to the tender closing date.</p> <p>"L" is the "Labour index" and shall be the consumer price index for Western Cape: Province</p> <p>"E" is the "Equipment Index" and shall be the price index for "Plant and Equipment", as published in the Statistical Release PO151.1 Table 4 the "Mining and construction plant and equipment price index", of Statistics South Africa.</p> <p>"M" is the "Materials Index" and shall be the price index for "Civil Engineering Material – Structures (Excl. Bitumen)", as published in the Statistical Release PO151.1. Table 6 of the "Civil engineering material price indices" of Statistics.</p> <p>"F" is the "Fuel Index" and shall be the price Index for "Coal and petroleum products: Diesel", as published in the Statistical Release PO142.1 Table 1 the "PPI for final manufactured goods", of Statistics South Africa.</p> <p>Note: The contract price Adjustment factor shall be calculated to six decimal places.</p>	x	LABOUR (a)	PLANT (b)	MATERIALS (c)	FUEL (d)	.15	0.15	0.25	0.55	0.10
x	LABOUR (a)	PLANT (b)	MATERIALS (c)	FUEL (d)							
.15	0.15	0.25	0.55	0.10							
6.8.4	<p><i>Add the following to Clause 6.8.4:</i></p> <p>"Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price."</p>										
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80% .										
6.10.1.7	<p><i>Add the following after the words "Clause 5.13":</i></p> <p>"or any other fines or penalties that become due under the Contract"</p>										



Ref/Clause Number	Data
6.10.3	<p>Delete the word "selected".</p> <p><i>Add the following to Clause 6.10.3:</i></p> <p>"Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted. Interest <u>will not</u> be paid on retention withheld by the Employer."</p>
6.10.4	<p><i>Add the following to the last sentence of Clause 6.10.4:</i></p> <p>"..., dated as at the date of delivery of the Contractor's statement to the Employer's Agent."</p> <p><i>Add the following to Clause 6.10.4:</i></p> <p>"Notwithstanding the above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work."</p>
7. QUALITY AND RELATED MATTERS	
7.5.1	<p><i>Add the following to Clause 7.5.1:</i></p> <p>"The Contractor shall give notice to the Employer's Agent at least 48 hours notice for the inspection of the works."</p>
	<i>Add the following Clause after Clause 7.9.1:</i>
7.10	<p>The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Employer's Agent shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall be submitted to the Employer's Agent for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Employer's Agent, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.</p> <p>Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.</p>
8. RISKS AND RELATED MATTERS	
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R0.00 (Nil) .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 (Nil) .
8.6.1.3	The limit of indemnity for liability insurance will be determined separately for each work assignment – the number of claims to be unlimited during the construction and defects liability periods.



Ref/Clause Number	Data
8.6.1.5	<p>In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:</p> <ul style="list-style-type: none"> a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
	<ul style="list-style-type: none"> d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in Part C1.6 Insurance Broker's Warranty.
9. TERMINATION OF CONTRACT	
9.1.6	<p><i>Replace "and 9.1.3" with:</i></p> <p><i>", 9.1.3 and 9.1.7"</i></p>
	<i>Add the following Clause after Clause 9.1.6:</i>
9.1.7	<p>Death of Sole Proprietor/Member</p> <p>Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor's estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.</p>
9.2.1	<i>Delete "or" at the end of Clause 9.2.1.3.6 and add the following three Clauses after Clause 9.2.1.3.7:</i>
9.2.1.3.8	Has failed to provide the required insurances within the prescribed time,
9.2.1.3.9	Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract, or
9.2.1.3.10	Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.



Ref/Clause Number	Data
10. CLAIMS AND DISPUTES	
10.1.3.1	<p>Add the following sentence to the last sentence of this sub-clause 10.1.3.1:</p> <p>“, but not more than 14 days after the occurrence.”</p>
10.4.1	<p>Add the following sentence to sub-clause 10.4.1:</p> <p>“Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.”</p>
10.4.3	<p>Add the following to sub-clause 10.4.3:</p> <p>“Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.”</p>
10.4.4	<p>Replace Clause 10.4.4 in its entirety with the following:</p> <p>“Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.</p> <p>If the parties cannot reach an agreement, the Mediator must refer the matter to Arbitration.”</p>
10.5.1	Dispute resolution is to be by means of ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is: Nil
10.7.1	<p>Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.</p> <p>Add the following to sub-clause 10.7.1:</p> <p>“Arbitrator will be appointed by mutual agreement as per the provisions of the Arbitration Act of 1965 as amended, nominated from the Association of Arbitrators (Southern Africa).</p> <p>The Arbitrator must be a legal practitioner with more than 10 years legal experience. Must have a good knowledge of the Municipal Finance Management Act and other relevant Municipal Legislation and may in addition be qualified in respect of the main nature of the Contract (Engineer, Quantity Surveyor, Accountant, etc.).”</p>
10.7.2	<p>Add the following sentence to sub-clause 10.7.2:</p> <p>“The Arbitrator shall hear arguments both in writing and oral representations and parties shall have the right to contend the position of the other party and shall have the right to defend its own position”</p>
10.7.3	<p>Add the following sentence to sub-clause 10.7.3:</p> <p>“The ruling of the Arbitrator shall be executed, but the matter may thereafter be defended in court if parties still do not agree.”</p>



	ADDITIONAL CONDITIONS OF CONTRACT <i>Add the following Clause after Clause 10:</i>
11	<p>Details to be confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.</p>

C1.2.2.2 PART 2: DATA TO BE PROVIDED BY THE CONTRACTOR

1.1.1.9	<p>The legal name of the Contractor is:</p> <p>.....</p> <p>.....</p> <p>.....</p>
1.2.1.2	<p>The Physical address of the Contractor is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>The Postal address of the Contractor is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>The contract details of the Contractor is:</p> <p>Telephone: </p> <p>Fax: </p> <p>Email: </p>



8. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
 - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
 - 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Inclusion as a standard clause in the tender specification documents where any asset is constructed

On practical completion date, a report or certificate should be issued indicating the total costs of the project attributable to each significant component as identified within the lowest asset hierarchy level (4) as specified within the infrastructure catalogue or Annexure A of the Stellenbosch Municipality's asset management policy as approved in 2014, if not contained in the catalogue.

Where a tender runs over more than one financial year (therefore not concluded by 30 June of a year) the following provision must be included in the consultant's project management agreement – it therefore forms part of the consultant's responsibilities:

Inclusion in contract with consultants

If construction is still in progress over the year-end period of the Stellenbosch Municipality, being 30 June of each year, the Municipality should be furnished with a report / certificate at year-end (30 June), which details (a) The cumulative expenditure incurred up to 30 June for the project. (b) any details if the project is taking a significant longer period of time to complete than expected, including reasons for any delays. (c) details where construction or development has been halted either during the current or previous reporting period(s), including reasons for halting the construction or development of the asset/project.

11 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



9. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative													
3.2.	Identity Number													
3.3.	Position occupied in the Company (director, shareholder ² etc.)													
3.4.	Company Registration Number													
3.5.	Tax Reference Number													
3.6.	VAT Registration Number													
3.7.	Are you presently in the service of the state?	YES		NO										
3.7.1.	If so, furnish particulars:													
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO										
3.8.1.	If so, furnish particulars:													

¹ MSCM Regulations: "in the service of the state" means to be –

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

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

<p>NB:</p> <p>a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)</p> <p>b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.</p>
--

4. DECLARATION

I, the undersigned (name) _____,
 certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

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



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

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

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

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

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

2.3 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)



- 2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“proof of B-BBEE status level of contributor”** means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where:

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or the original sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?	%			
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		



9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 9.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 9.4.3 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;
- 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
- 9.4.5 forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



11. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

1. Introduction

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the:

- ☐ General Conditions,
- ☐ Definitions,
- ☐ Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011; and
- ☐ South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1)¹ and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates
 - Annexure C- Local Content Declaration: Summary Schedule,
 - Annexure D- Imported Content Declaration: Supporting Schedule to Annex C and
 - Annexure E- Local Content Declaration: Supporting Schedule to Annex C.

2. General Conditions

- 2.1 Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 2.2 Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 2.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of *x* must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 2.6 A bid may be disqualified if –

¹ The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- (a) this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and



- (b) the bidder fails to declare that the Local Content Declaration Templates (Annexure C, D and E) have been audited and certified as correct.

3. Definitions

- 3.1 **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 3.2 **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 3.3 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 3.4 **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 3.5 **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 3.6 **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 3.7 **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 3.8 **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 3.9 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

4. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

#	Description of services, works or goods	Stipulated minimum threshold as a %
1.	Steel Products and Component for Construction Steel Value-added Products	
1.1	BoQ - Item 1.2 - Contract Signboard	100
1.2	BoQ - Item 1.21 - Traffic Accommodation : Road Signs	100

5. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.



Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to

Annexure A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Yuan	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

6. Were the Local Content Declaration Templates (Annexure C, D and E) audited and certified as correct? (*Tick applicable box*)

YES		NO	
-----	--	----	--

- 6.1 If yes, provide the following particulars:

a) Full name of auditor:	
b) Practice number:	
c) Telephone and cell number:	
d) Email address:	

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer)

7. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the Accounting Officer provide directives in this regard.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

**IN RESPECT OF TENDER NO. B/SM 124/21:,
ISSUED BY STELLENBOSCH MUNICIPALITY.**

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.



- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		



ANNEXURE C	SATS 1286.2011
Local Content Declaration – Summary Schedule	

(C1) Tender No.				
(C2) Tender Description				
(C3) Designated product(s)				
(C4) Tender Authority				
(C5) Name of Tendering Entity				
(C6) Tender Exchange Rate	Currency		Rate	
(C7) Specified local content %				

NOTE: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Item 1.2	Contract Signboard										
Item 1.21	Traffic Accommodation : Road Signs										
(C20) Total tender value											
(C21) Total Exempt imported content											
(C22) Total Tender value net of exempt imported content											
(C23) Total Imported content											
(C24) Total local content											
(C25) Average local content % of tender											

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

Attach additional pages if more space is required



ANNEXURE D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	Tender No.				
(D2)	Tender Description				
(D3)	Designated product(s)				
(D4)	Tender Authority				
(D5)	Tendering Entity's Name				
(D6)	Tender Exchange Rate	Currency		Rate	

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											
										This total must correspond with Annex C – C21	

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											



ANNEXURE D - Continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3 rd party											

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total o imported content and foreign currency payments – (D32), (D45) and (D52) above

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

This total must correspond with Annex C – (C23)



ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) Tender No.		NOTE: VAT to be excluded from all calculations
(E2) Tender Description		
(E3) Designated product(s)		
(E4) Tender Authority		
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



MBD 6.2 – GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT ATTACHED FOR INFORMATION PURPOSES



Private Bag X84, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000 the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

GENERAL

Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:
a written guideline; and
three declarations that must be completed:

Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);

Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D);

and Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.



Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

products imported directly by the tenderer; and
 products imported by a third party and supplied to the tenderer.

Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts for materials is not available, it will be deemed to be imported content."

Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annexure D.

Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.



ANNEXURE C

Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

- C1. Tender Number
Supply the tender number that is specified on the specific tender documentation.
- C2. Tender description
Supply the tender description that is specified on the specific tender documentation.
- C3. Designated products
Supply the details of the products that are designated in terms of this tender (i.e. buses).
- C4. Tender Authority
Supply the name of the tender authority.
- C5. Tendering Entity name
Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).
- C6. Tender Exchange Rate
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- C7. Specified local content %
Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.
- C8. Tender item number
Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.
- C9. List of items
Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

- C10. Tender price
Provide the unit tender price of each item excluding VAT.
- C11. Exempted imported content
Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.
- C12. Tender value net of exempted imported content
Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).
- C13. Imported value
Provide the ZAR value of the items' imported content.
- C14. Local value
Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).



- C15. Local content percentage (per item)
 Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

- C16. Tender quantity
 Provide the tender quantity for each item number as per the tender specification.
- C17. Total tender value
 Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).
- C18. Total exempted imported content
 Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.
- C19. Total imported content
 Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).
- C20. Total tender value
 Total tender value is the sum of the values in column C17.
- C21. Total exempted imported content
 Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.
- C22. Total tender value net of exempted imported content
 The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).
- C23. Total imported content
 Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.
- C24. Total local content
 Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.
- C25. Average local content percentage of tender
 The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

ANNEXURE D

Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

- D1. Tender number
 Supply the tender number that is specified on the specific tender documentation.



-
- D2. Tender description
Supply the tender description that is specified on the specific tender documentation.
- D3. Designated products
Supply the details of the products that are designated in terms of this tender (i.e. buses).
- D4. Tender authority
Supply the name of the tender authority.
- D5. Tendering entity name
Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).
- D6. Tender exchange rate
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

- D7. Tender item number
Provide the tender item number(s) of the product(s) that have imported content.
- D8. Description of imported content
Provide a list of the exempted imported product(s), if any, as specified in the tender.
- D9. Local supplier
Provide the name of the local supplier(s) supplying the imported product(s).
- D10. Overseas supplier
Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).
- D11. Imported value as per commercial invoice
Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).
- D12. Tender exchange rate
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D13. Local value of imports
Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.
- D14. Freight costs to port of entry
Provide the freight costs to the South African Port of the exempted imported item.
- D15. All locally incurred landing costs and duties
Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.
- D16. Total landed costs excl VAT
Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.
- D17. Tender quantity
Provide the tender quantity of the exempted imported products as per the tender specification.



- D18. Exempted imported value
 Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.
- D19. Total exempted imported value
 The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

- D20. Tender item numbers
 Provide the tender item number(s) of the product(s) that have imported content.
- D21. Description of imported content:
 Provide a list of the product(s) imported directly by tender as specified in the tender documentation.
- D22. Unit of measure
 Provide the unit of measure for the product(s) imported directly by the tenderer.
- D23. Overseas supplier
 Provide the name(s) of the overseas supplier(s) supplying the imported product(s).
- D24. Imported value as per commercial Invoice
 Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).
- D25. Tender rate of exchange
 Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D26. Local value of imports
 Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.
- D27. Freight costs to port of entry
 Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.
- D28. All locally incurred landing costs and duties
 Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.
- D29. Total landed costs excl VAT
 Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.
- D30. Tender quantity
 Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.
- D31. Total imported value
 Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).



- D32. Total imported value by tenderer
 The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

- D33. Description of imported content
 Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.
- D34. Unit of measure
 Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.
- D35. Local supplier
 Provide the name of the local supplier(s) supplying the imported product(s).
- D36. Overseas supplier
 Provide the name(s) of the overseas supplier(s) supplying the imported products.
- D37. Imported value as per commercial invoice
 Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.
- D38. Tender rate of exchange
 Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D39. Local value of imports
 Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.
- D40. Freight costs to port of entry
 Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.
- D41. All locally incurred landing costs and duties
 Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.
- D42. Total landed costs excluding VAT
 Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.
- D43. Quantity imported
 Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.
- D44. Total imported value
 Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).
- D45. Total imported value by third party
 The total imported value from the third party is the sum of the values in column D44.



Table D. Other Foreign Currency Payments

- D46. Type of payment
Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).
- D47. Local supplier making the payment
Provide the name of the local supplier making the payment.
- D48. Overseas beneficiary
Provide the name of the overseas beneficiary.
- D49. Foreign currency value paid
Provide the value of the listed payment(s) in their foreign currency.
- D50. Tender rate of exchange
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D51. Local value of payments
Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).
- D52. Total of foreign currency payments declared by tenderer and/or third party
The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.
- D53. Total of imported content and foreign currency payment
The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

ANNEXURE E

Guidelines to completing Annexure E: "Local Content Declaration- Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

- E1. Tender number
Supply the tender number that is specified on the specific tender documentation.
- E2. Tender description
Supply the tender description that is specified on the specific tender documentation.
- E3. Designated products
Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).
- E4. Tender authority
Supply the name of the tender authority.
- E5. Tendering entity name
Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

- E6. Description of items purchased



Provide a description of the items purchased locally in the space provided.

- E7. Local supplier
Provide the name of the local supplier that corresponds to the item listed in column E6.
- E8. Value
Provide the total value of the item purchased in column E6.
- E9. Total local products (Goods, Services and Works)
Total local products (goods, services and works) is the sum of the values in E8.
- E10. Manpower costs:
Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).
- E11. Factory overheads:
Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)
- E12. Administration overheads and mark-up:
Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.
- E13. Total local content:
The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.



12. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



13. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



14. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



15. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



16. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____ /20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



STELLENBOSCH
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PART B – SPECIFICATIONS AND PRICING SCHEDULE



17. SPECIFICATIONS

Description of the Works

Employers Objectives

The Employer's objective is to complete the geotechnical rehabilitation of Erf 3229 with the aim of establishing a Temporary Relocation Area in the future. This project entails the construction of bulk earthworks platforms for the proposed erven.

The purpose of this memorandum is to provide Supply Chain Management with specifications for the appointment of a contractor through a competitive bidding (tender) process

It is however emphasized that the successful contractor will have to make use of local labour for the completion of the works. The municipality will provide the successful contractor with a list of names of the labourers from which he may choose to work on the contract upon commencement of the contract.

Overview of the Works

The work comprises the rehabilitation of Erf 3229 and the construction of bulk earthworks platforms for future temporary housing structures. This TRA intends to accommodate approximately 300 families impacted by the implementation of upgrading projects planned for the Langrug informal settlement.

The site, previously a used as a farm dam, is currently vacant and being used for illegal dumping.

Extent of the Works

The work entails the following:

- Site Clearance
- Removal of waste material (household/garden refuse, plastic and rubbish) to dump site approved by the municipality
- Removal of concrete elements not suitable for breaking down to dump site.
- Excavate boulders and concrete elements and place in stockpile (Stockpile 1)
- Excavate builders rubble, sand and gravelly material and place in stockpile (Stockpile 2)
- Breakdown boulders and concrete elements with Montabert hydraulic hammer
- Cut to fill with broken down material (Stockpile 1) and in-situ material to 250mm below final level
- Place 150mm builders rubble, gravelly material and sand from Stockpile 2
- Place 100mm imported G7 wearing course
- Construct 150mm G5 road wearing surface from imported sources

Location of the Works

Erf 3229 is located in the suburb of Mooiwater approximately ±2km north-west of Franschhoek. The location of works is situated 1km from the R45 adjacent to Remainder Street.

Location of Contractor's Camp Site

The Contractor shall be responsible for obtaining the necessary permission/s from the relevant authorities and communities for the establishment of the offices, camp and depot and for all arrangements for the housing of the Contract workforce.

It is anticipated that the site camp will be located within an open area close to the site.



Construction

Applicable Standardised Specifications

For the purpose of this Contract, the following SANS 1200 Standardised Specifications shall apply:

SANS 1200 A	:	General
SANS 1200 AB	:	Engineer's Office
SANS 1200 C	:	Site Clearance
SANS 1200 D	:	Earthworks
SANS 1200 DB	:	Earthworks (Pipe Trenches)
SANS 1200 DM	:	Earthworks (roads, subgrade)
SANS 1200 LB	:	Bedding (pipes)
SANS 1200 LC	:	Cable Ducts
SANS 1200 LD	:	Sewers
SANS 1200 LE	:	Stormwater
SANS 1200 M	:	Roads (general)
SANS 1200 ME	:	Subbase
SANS 1200 MF	:	Base
SANS 1200 MH	:	Asphalt Base and Surfacing
SANS 1200 MK	:	Kerbing and Channelling
SANS 1200 MM	:	Ancillary roadworks

Variations to the Standardised Specifications are given at the end of C3.3.5

Plant and Materials

Specific items relating to plant and materials are given in the variations to the standardized specifications specifically under Section PSA.

Existing Services

General

Existing services indicated on the contract drawings show the approximate positions of all existing services. The accuracy of/ or completeness of this information is not guaranteed. The Contractor shall verify details, positions and levels of existing services and connection points well in advance of undertaking related works to prevent any possible delay if such services are not as indicated or assumed. No claims related to the late verification of existing services shall be entertained.

Any service which requires relocation in order to remain operational shall be done so timeously and will need to be planned accordingly.

The Contractor shall apply for the necessary wayleaves from all Authorities before commencement of work. No claims relating to invalid wayleaves will be entertained.

The Contractor shall note that no mechanical excavators or vibrator type compactors may be used within three (3) metres of any electrical services. No pegs or stakes shall be driven into the ground in the vicinity of underground services unless their exact positions have been determined.

No excavation may take place near underground electrical services until a guarantee has been approved by the Local Authority and a permit has been issued by the authorising authority.

Site Establishment and Facilities

Site Facilities Available

Source of Water Supply



The contractor shall make his own arrangements to draw water for construction and drinking purposes from the existing water supply system at a metered standpipe provided by the Local Authority. Costs for water usage shall be borne by the Contractor.

Source of Power Supply

The Contractor shall make his own arrangements for electrical power and lighting.

Location of Camp and Depot

The Contractor shall make his own arrangements with regards to the position of a camp site for this contract.

Ablution Facilities

The contractor shall provide and maintain toilet and ablution facilities for his staff at suitable locations agreed with the engineer.

Disposal Sites

The contractor shall dispose of all material unsuitable for use in earthworks operations at a licensed landfill site approved by the local authority.

Excavation and Stockpile on Site

All transportation of material anywhere on the site will be deemed to be freehaul. Similarly material disposed off site or imported to site will be deemed to be in freehaul and no overhaul will apply.

Site Facilities Required

Facilities required by the Engineer are listed in PSAB : Engineers Office.

Features Requiring Special Attention

(a) Safety Regulations

All references to the "Factories, Machinery and Building Work Act (Act 22 of 1941)" and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SABS 1200 Standardised Specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

This contract shall be subject to the provisions of the Occupational Health and Safety Act and Construction Regulations 2014 and the Contractor shall be required to comply with the applicable regulations, especially regarding safety on Site and the provision of first aid and facilities.

The Contractors attention is drawn to Particular Specification H : Health and Safety Plan, attached to this document in C3.3.6 (Particular Specifications).

(b) Inspection of Adjoining Properties

The adjoining properties must be inspected with a representative of the relevant authority before commencing the works. The Contractor should take photographs of the properties in the immediate adjacent residential area.

Any claims for damage from adjacent residents will need to be dealt with in terms of the Contractors insurance.

(c) Environmental Conditions

A standardised Environmental Management Specification is also attached in Section Particular Specification E. Where there are inconsistencies between this Specification and the EMP the



latter will apply. The contractor will need to comply with all conditions of the specification and the price included in the Preliminary and General Section of the Schedule of Quantities will include compliance with both specifications.

(d) Ground Conditions

The site is situated on undulating terrain made up of a clay sand matrix material in the upper horizon conditions. Bulk earthworks will be necessary to shape the whole area and suitable compaction will be required to ensure suitable founding conditions for future housing. The soil investigation report is attached under Site Information.

(e) Security

Experience indicates that the site falls within a low-risk area in terms of incidents involving robbery and theft from construction personnel and of construction equipment and materials.

The Contractor shall however take every precaution to ensure safety and to protect the Works and temporary works from theft and vandalism. The Contractor will be responsible for the safety and security of his personnel, materials on site and the works in general at all times. The Contractor shall therefore acquaint himself with the current situation in the area and shall provide all security measures, including the employment of accredited security services, as he deems necessary to comply with the requirements of this Clause.

A pay item is included in the Schedule of Quantities for the provision of all specified security measures as well as any additional services which the Contractor may require.



Amendments to Standardised Specifications

The following variations and additions to the SANS 1200 Standardised Specifications referred to in C3.3.1 shall apply to this contract. The prefix PS indicates an amendment to the SANS 1200 code. The letters and numbers following these prefixes indicate the relevant Specification and Clause number in SANS 1200 to which the variation or addition applies.

PSA GENERAL (SABS 1200A)

PS A3: MATERIALS

PS A 3.1: QUALITY

Substitute the second sentence of the first paragraph of A3.1 with the following:

“Materials shall bear the official mark of the appropriate standard.”

Substitute the second paragraph with the following:

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

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

PS A 3.3: ORDERING OF MATERIALS

The quantities set out in the schedule of quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall be attached to the employer for materials ordered by the contractor except if they have been ordered in accordance with written confirmation issued by the engineer.

The Contractor shall satisfy himself of the continuous availability of material. No extension of time or additional compensation will be granted if material cannot be obtained locally or has to be sourced elsewhere.

PS A 4: PLANT

PS A 4.2: CONTRACTOR'S OFFICE, STORES AND SERVICES

Add the following paragraph before the first paragraph:

“The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition.

Add the following to the second paragraph:

“One toilet per 10 workmen shall be provided and must be screened from public view and their use shall be enforced. The contractor shall maintain them in a clean & hygienic state at all times”.

The contractor shall make arrangements if necessary for the removal of night soil.”

Add the following to A 4.2:



"The Contractors site agent or representative must be contactable at all times by phone. Should use be made of radio and or cellular-phones, these must be operational at all times with sufficient back-up batteries or recharging facilities.

There are no housing facilities for the Contractor's work force, and arrangements must be made by the Contractor if this is necessary as well as transport for workers. The Contractor is solely responsible for their housing, or the arranging thereof, and no payment or extension of time will be allowed because of any delay and/or work damage that may arise. No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours."

PS A 5: CONSTRUCTION

PS A 5.1: SURVEY

PS A 5.1.1: Setting out of the Works

Bench marks as well as reference pegs have been placed on the Site and these will be used to set out the Works. Setting out of the works is the sole responsibility of the Contractor and shall be done from survey pegs along the road reserve boundaries and from bench marks as indicated on the drawings. The positions and values of these pegs are given on the drawings.

The Contractor shall within two (2) weeks after the land surveyor has set out pegs, check levels over all reference pegs and bench marks and line pegs. This must be done before the Contractor intends constructing any portion of the Works influenced by such pegs or bench marks. The Engineer shall be informed in writing of any discrepancy discovered in the positions or levels immediately on discovery but in any event at least 7 days before such construction is due to start. Any costs or subsequent costs arising from discrepancies, which have not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor. If no written statement is received from the Contractor it will be held that the Contractor has satisfied himself that the positions and levels of the reference pegs and bench marks are correct.

PS A 5.1.2: Preservation and replacement of beacons and pegs subject to the land survey act

Replace A5.1.2 with the following:

"Immediately on taking over the site as well as after the placement of corner and erf pegs, after the completion of mass earthworks, the Contractor, under the direction of the Engineer, shall search for all pegs and the Contractor shall compile a list of such pegs that are apparently in their correct positions. The Contractor shall certify this list for future reference.

In the case where erf boundary pegs have already been placed, these pegs will be pointed out and handed over to the Contractor and he shall take all precautions necessary to ensure that such pegs and the pegs referred to in PSA 5.1.1 are not disturbed or destroyed. Any costs in connection with the replacement of pegs for which the Contractor is responsible in terms of Subclause 5.1.2 will be recoverable from the Contractor by deduction from the monthly certificate of payment.

All erf boundary pegs shall be verified by a Land Surveyor after the completion of all operations. All disturbed pegs shall be replaced at the Contractors expense."

PS A 5.2: WATCHING, BARRICADING, ELECTRIC LIGHTING AND TRAFFIC CROSSING

Add the following to A 5.2:

"The crossing of existing entrances to sites and streets must be done so that free access is ensured at all times.

The crossing of roads with services must be done in half-widths to ensure vehicular access at all times. Traffic control shall be done with Stop/Go sign control with the relevant road signs during day time. The Contractor must use hazard lights to warn traffic at night. All excavations must be marked with drums, reflecting tape and warning signs to satisfaction of the Engineer.

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

**PS A 5.4: PROTECTION OF THE OVERHEAD AND UNDERGROUND SERVICES**

Add the following to A 5.4:

"The Contractor shall as soon as possible after handing over of the site, commence with the detection of existing services, continuously without interruptions and finalize it at least 7 days before excavation starts at that particular section.

Provision must be made for the protection and maintenance of existing services for the duration of the contract. No payment will be made in respect of this and all costs must be included in the tendered rates.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the engineer.

While he is in occupation of the site, the contractor shall be liable for all damage caused by him to known services as well as for consequential damage arising there from, whether caused directly by his operations or by lack of proper protection."

PS A 5.6: POLLUTION

The Contractor's attention is drawn specifically to dust disturbance, due to the fact that the works takes place within an existing residential area (See D 5.1.4.1).

Add the following subclause to A 5.6:

The Contractor will be required to take all necessary precautions to prevent the incidence of windblown sand during the construction process. For this purpose the contractor will also carry the necessary public liability insurance that protects against damage caused by windblown sand and dust (see PS D 8.3.15).

PS A7: TESTING**PSA 7.1 TESTING PRINCIPLES (SUBCLAUSE 7.1)**

Every completed road layer, pipeline or section of the Works shall be subject to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his works, the Engineer will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Engineer with the results of his check testing indicating that the work is to specification, or advise the Engineer in writing that, although no tests have been performed, he is confident that the specification has been met.

Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed. However, in terms of the Engineers Quality Management System it will be a requirement that the frequency of the Engineers check testing is agreed at the outset of the contract. It will be deemed that this check testing will complement the contractors required testing.

PSA 7.2 APPROVED LABORATORIES (SUBCLAUSE 7.2)

Acceptance testing of materials used in the construction of the works shall be done by a laboratory appointed by the Engineer and approved by the Employer. The Engineer requires twenty four hours' notice from the Contractor in order to perform the relevant acceptance test. Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required



test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

All acceptances testing by the Engineer shall be paid by the Contractor. The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certified.

A Provisional Sum has been provided in Section 1 of the Schedule of Quantities to allow for the cost of such acceptance testing. Acceptance testing will in no way relieve the Contractor from his own check testing

The Contractor shall make due allowance for testing procedures in his construction programme.

PS A 7.4: STATISTICAL ANALYSIS OF CONTROL TESTS

Replace A 7.4 with the following:

"Test results will not be analysed by statistical methods, and all results must comply with the minimum requirements of the materials concerned."

PSA 7.5 AS-BUILT INFORMATION

As the works are progressing, the Contractor shall mark on a special set of drawings after checking the information, all as built details and submit them to the Engineer's Representative for approval on a regular basis. Payment shall be made under "Contractual Requirements."

The Certificate of Completion as well as the corresponding payment certificate shall only be issued upon the submission of all the as-built information.

PS A 8: MEASUREMENT AND PAYMENT

PS A 8.2: PAYMENT

Add the following items

PS A 8.5: PROVISIONAL SUMS STATED BY ENGINEER.....Unit: Prov. Sum

Payment will be made in accordance with actual invoiced costs and a percentage mark-up to cover the contractor's overheads, profit and attendance.

PSA 8.8.2 DEALING WITH TRAFFIC

PSA 8.8.2.1 Accommodation of Traffic Unit : Sum

Payment for this item shall include for all work necessary to comply with this Project Specification not covered by other pay items. Subject to the provisions of 8.2.3 and 8.2.4, payment of incremental amounts (calculated by the division of the tendered sum by the number of months required to complete the site activities for which the relevant sum was tendered) will be authorised in each of the subsequent progress certificates until the sum tendered has been paid. An approved extension of time will qualify the Contractor to receive payment at the monthly rate determined by the above method.

The above sum shall also include the following:

- The cost of liaison with the traffic authorities as well as the preparation of an accommodation of traffic plan.
- The maintenance of the existing roads and any deviations or temporary sections of road, throughout the period of the Contract.
- Any partial-width construction which may be necessary.
- Any other operation or thing whatsoever required to implement the accommodation of traffic to the satisfaction of the Engineer.

**PS A 8.8.6: Construction Environmental Management PlanUnit: Sum**

The rate shall cover the total cost of complying with the Environmental Specification included in Portion 3 of these Specifications.

Payment will be made each month in equal parts over the duration of the contract based on the sum tendered divided by the tender project duration.

PSA8 9 OCCUPATIONAL HEALTH AND SAFETY (PROVISIONAL)**PSA8.9.1 Health And Safety Requirements Unit : Sum**

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety measures required in terms of Clause 5 (Principle Contractor and Contractor) of the Construction Regulations (2014) of the Occupational Health and Safety Act. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

The rate shall cover all costs pertaining to the provision of the health and safety plan as required in the Construction Regulations (2014). The rate shall include for all risk assessments required as well as for the development and implementation of safe work procedures and method statements. No other sum shall be part in the respect and Tenderers must therefore ensure that adequate provision has been allowed for.

The rate shall also cover all cost pertaining to the provision and/or collection of data (drawn, design, materials, operation and maintenance manuals, etc) to be contained in the file operation with other parties, compilation and maintenance of the file during the duration of contract and the handling over of the file to the Client on completion of the contract. No other sum shall be paid in this respect and Tenderers must therefore ensure the adequate provision has been allowed for.

PSA 8.10: Special Security MeasuresUnit: Sum

The amount covers the costs of security measures required, as referred to in C3.3.4.3.

SANS 1200 AB: ENGINEER'S OFFICE**AB 3: MATERIAL****PS AB 3.1: NAMEBOARDS**

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

The wording shall be as ordered at the commencement of the works.

PS AB 3.2: OFFICE BUILDINGS

No office facilities will be required for the Engineer.

AB 4: PLANT**PS AB 4.1: TELEPHONE**

Substitute AB 4.1 with the following:

The cost of the Engineers telephone charges shall be covered by the contractor's rates to the extent that the costs do not exceed R500 per month. Any excess of this amount will be paid from the Provisional Sum allowed in the Schedule of Quantities. Only proven invoiced costs will be paid from the Provisional Sum.

**AB 5: CONSTRUCTION****PS AB 5.1: NAMEBOARDS**

Add the following to AB 5.1:

The nameboards shall be erected within a month of the commencement date of the contract and shall be placed at the positions indicated by the Engineer. Any damage to these boards shall be repaired within fourteen days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the nameboards.

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

PS AB 8: PAYMENT**PS AB 8.2.2: Telephone, Fax machine, Photocopy machine, Survey Assistants, Equipment, etc**

No payment will be made in respect of the above-mentioned, and all the costs concerned will be deemed covered by the unit prices for the Contractors' facilities.

**SANS 1200 C: SITE CLEARANCE****PS C3: MATERIAL****PS C 3.1: DISPOSAL OF MATERIAL**

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing, demolition of concrete foundations, dismantling of pipes and removal of kerbs and channels shall be disposed of off-site at a spoil site to be identified and procured by the Contractor. Materials qualifying for disposal on site will be spoiled where indicated by the engineer. All transport costs shall be included in the rates tendered for site clearance.

PS C 5: CONSTRUCTION**PS C 5.1: AREAS TO BE CLEARED AND GRUBBED**

Substitute the last paragraph with the following:

The Contractor shall program his work in such a way that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

Only areas which are specifically required for the activities of the contract shall be cleared. Any "over clearance" will be to the contractors account.

PSC 5.10 CUT AND REMOVE PREMIX AND BASECOURSE/SUBBASE**PSC 5.10.1 Scope**

Where an existing roadway is to be removed, the subbase and basecourse shall be conserved as far as possible for later reuse in the works as subbase. Premix should be stripped off prior to the base and subbase layer being removed and taken off site to spoil.

The premix and base layers shall be cut neatly at the interface between disturbed and undisturbed roadways.

PSC 8 SCHEDULED ITEMS**PSC8.2.2 Remove and Grub All Trees and Tree Stumps Regardless of**

Girth greater than 1m.....Unit: No

Add the following to C5.2.3.2

Only trees that have been specifically identified and agreed with the Engineer may be removed. The number of trees or stumps agreed will be paid for regardless of girth. Trees less than 1m girth are included in 8.2.1. Payment includes for taking the trees and stumps to a spoil site.

PSC8.2.14 Demolish and remove existing structures.....Unit : No.

The rate shall cover the cost of demolishing, excavation, transport of surplus material to a spoil site, backfilling and compacting the void including supply of fill material.

The Tenderer rate shall include for the following:

- A site visit must be conducted to establish the exact scope of works required in demolishing the structure.
- All measurements of the existing structures if required must be performed on site.
- The maintenance of the existing roads and any deviations or temporary sections of road, throughout the conclusion of works



- d) Any other operation or thing whatsoever required to implement the accommodation of traffic to the satisfaction of the Engineer.
- e) The Contractor shall verify details, positions and levels of existing services and connection points well in advance of undertaking related works to prevent any possible delay if such services are not as indicated or assumed. No claims related to the late verification of existing services shall be entertained.

**SANS 1200 D: EARTHWORKS****PS D 2: INTERPRETATIONS****PS D 2.1: SUPPORTING SPECIFICATIONS**

Replace subclause 2.1.2 with the following:

"PSD 2.1.2 : Any of the other SANS 1200 specifications may form part of the contract documents."

PS D 3: MATERIALS**PS D 3.1: CLASSIFICATION FOR EXCAVATION PURPOSES****PS D 3.1.1: Method of classifying**

Add the following:

"The classification of material other than "soft excavation" shall be agreed upon before excavation may commence. Only excavations by machine may be measured as in intermediate or hard rock material. Hand excavations will all be classified as in soft material.

MATERIAL USED FOR GENERAL FILL

Material used for general fill for building platforms and roads shall be at least G7 classification. Sand is acceptable.

Where concrete elements and boulders are to be broken, the dimensions of material after breaking shall not exceed 300mm.

Where roads are constructed in the fill zone the top 600mm within the road box will need to be in accordance with the road specification (See PSDM – Road (Road Subgrade))

PS D 3.3: SELECTION**PS D 3.3.1: General**

Substitute the second paragraph of D 3.3.1 with the following:

The Contractor shall deal selectively with material from general excavation. Any imported material in road reserves that does not comply with the minimum requirements for the respective layers, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations for streets, channels or pipe trenches to ensure that usable material is not contaminated with unsuitable material.

If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

PS D 5: CONSTRUCTION**PS D 5.1: PRECAUTIONS****PS D 5.1.2.2: Detection, location and exposure**

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before commencing with construction. After locating the exact position of services the Contractor shall be liable for all costs and subsequent costs arising from the damage



thereof as a result of the Contractor's activities. These services must also be indicated on the record drawings.

PS D 5.1.4.1: Dust nuisance

Add the following to D 5.1.4.1:

The Contractor is responsible for dust control and is responsible for all claims which may arise from dust disturbance from the date of site handover to the date of completion of the contract. No payment will be made in respect of the above mentioned other than in PSD 8.3.12 and all costs will be deemed as covered by the tendered rates.

PS D 5.2: METHODS AND PROCEDURES

PS D 5.2.2.3: Disposal

Substitute the second sentence of D 5.2.2.3 with the following:

Surplus material, which is suitable for fill, shall be transported to open erven areas on the site, to be designated by the Engineer, spread and compacted as fill.

All material unsuitable for fill, and suitable material that is not required on site, shall be transported to the Wellington spoil site. The Contractor shall arrange for, and bear costs of, any permits that may be required.

PS D 5.2.5.1: Freehaul

Add the following:

Notwithstanding any clauses in any of the Standardised Specification all haulage will be considered to be freehaul. Overhaul will not apply on this project.

PS D 8: MEASUREMENT AND PAYMENT

PS D 8.2: COMPUTATION OF QUANTITIES

Add the following to Subclause 8.2.3:

The Engineer will have a topographical survey of the site undertaken and on which the scheduled quantities are based, a provisional sum has been provided for this purpose. The Contractor may do his own survey to check quantities but this survey will have to be submitted to the Engineer for approval prior to any earthworks commencing.

Failure to submit the survey timeously or to obtain the Engineers approval will mean that the Engineers survey is the base data for the final measurement of quantities.

PS D 8.3: SCHEDULED ITEMS

PS D 8.3.2: Breaking of Concrete Elements Unit: m³

The tendered sum shall include full compensation for the removal of reinforcement from broken concrete elements and the disposal thereof.

Payment will be made on quantities calculated from surveys undertaken on stockpile material after concrete elements are broken down.



SANS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)

PS DM 5: CONSTRUCTION

PS DM 5.2: METHODS AND PROCEDURES

PS DM 5.2.2: Cut and borrow

PS DM 5.2.2.2: Dimensions of cuts

Add the following paragraph:

“The cost for shaping cuttings to the required levels and tolerances will be deemed to be included in the relevant pay items. No separate payment will be made for any operation the contractor may require to meet the required level and tolerance.”

PS DM 5.2.2.3 (b): Cut to spoil

Substitute DM 5.2.2.3 (b) with the following:

All surplus and/or unsuitable material shall be removed from the site and disposed of at the spoil site (as described in PS D 5.2.2.3) and shall be shaped to establish a free draining surface and compacted to 90% MOD AASHTO (100% for sand).

PS DM 5.2.2.4: Temporary stockpiling of materials

Add the following to DM 5.2.2.4:

The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling of pipe trenches, except when so ordered in writing by the Engineer.

PS DM 5.2.3.3: Treatment of road bed

- a) Preparation and compaction of road bed.

Substitute the first paragraph of DM 5.2.3.3 (a) with the following:

The road-bed shall be scarified to a depth of 300 mm, shaped and compacted to 93% of Mod.AASHTO density (100% for sand), except where otherwise ordered by the Engineer.

Any portion of the road-bed that lies within the selected layers and that, with the exception of its density, complies with the requirements of selected layer material, shall be scarified to the necessary depth, watered and compacted to 93% of mod AASHTO density (100% for sand) over the specified depth for selected layers.

PS DM 5.2.4.3: Finishing

- (e) Topsoiling

Replace the second sentence with the following:

“The thickness of the topsoil shall be as directed by the Engineer”.

PS DM 5.2.5: Selected layer

Replace the contents of this subclause with the following:



"Except with regard to density, the requirements of Subclause 5.2.4 shall apply. The degree of compaction shall be:

Upper selected 95 % of modified AASHTO density.
Lower selected: 93 % of modified AASHTO density.

If material is cohesionless, the compaction shall be 100 % of modified AASHTO density. (ie in sand)

Add the following to DM 5.2.5:

Where the quality of the in-situ material that lies within the selected layers complies with the requirements of selected layer material, these areas will be treated as described in PS DM 5.2.3.3 (Treatment of road-bed).

To determine the suitability of in-situ material for selected layers, the Engineer may order the Contractor to dig test holes with maximum dimensions of 1.5 m x 1.5 m and 1.0 m deep at positions indicated by the Engineer and to have tests conducted, before construction commences. The Contractor must allow for this in his programming of works. The Contractor shall backfill all test holes with selected material and compact it to 95% of Mod.AASHTO density (100% for sand), after the Engineer has taken samples and profiled the holes.

PS DM 6: TOLERANCES

PS DM 6.5: DIMENSIONS AND LEVEL CONTROL

The Contractor shall submit to the Engineer, in a form acceptable to the Engineer, records of dimensions and level control, prior to requesting the Engineer to carry out any routine inspections.

PS DM 7: TESTING

PS DM 7.3: ROUTINE INSPECTION AND TESTING

Substitute DM 7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

PSDM 8.2.5: Verifying quantities

Replace the first sentence with the following:

"Before any earthworks are commenced but after completion of any site preparation, the engineer will upon a written request from the contractor provide a detailed ground survey for the purpose of measurement of earthworks quantities."

PS DM 8.2.7: Excavation widths

For the measurement of quantities the excavation width will be measured from 200 mm behind the rear of the precast kerb. The total width therefore is the sum of the blacktop width, the plan measurement of the kerb/channel plus 400 mm. In the case of gravel roads the excavation width will be measured from the specified edge of the gravel layer. No additional payments will be made for wider excavations.



SECTION D1000: LABOUR AND TRAINING

REQUIREMENTS D1001 SCOPE

It is a requirement that certain work be executed in such a manner as to maximise the uses of labour, it is therefore the intention that work be provided for Local Labourers of the local communities during the execution of the Works. All unskilled workers (100%) are to be sourced from the local community and 50% or the maximum amount of skilled workers, must be sourced from the local community. Where practical and economically feasible, construction work should be undertaken using labour-intensive methods, employing local labour.

This section covers aspects that relate to the engagement and training of labour recruited from local communities in the execution of the contract works as an integral part of the Government's broad-based black economic empowerment programme.

D1002 DEFINITIONS

The definitions given in the conditions of contract, the contract data and the works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

(a) **'Key Personnel'** means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the contractor or subcontractor who possess special skills and/or who play key roles in the contractor's or subcontractor's operation.

(b) **'Labourer'** means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the contractor and subcontractors to perform prescribed work on this contract. 'Labour' means labourers or workers who are not part of key personnel of the contractor nor his subcontractors.

(c) **'Labour Register'** means the list of available local labourers compiled by the community liaison officer in accordance with the results of his negotiations with the contractor and the local community subsequent to the award of the contract.

(d) **'Local Labour'** means labourers or workers who resides permanently within the local communities in the target area(s) as defined by the employer in the project specifications and who are temporarily or permanently employed by the contractor and subcontractors and normally paid on an hourly rate basis to perform prescribed work tasks on the contract. Local Labour would also be registered on the Expanded Public Works Programme (EPWP).

(e) **'Wage'** means the actual amount paid periodically to labour employed by the main contractor and his subcontractors after all deductions made in terms of the law (e.g. UIF) and exclusive of all company overheads and other benefits such as protective clothing, transport etc.

D1003 CONTRACTUAL REQUIREMENTS

The contractor shall comply with the following relevant legislation: (i) Basic Conditions of

Employment Act 75 of 1997

(ii) Labour Relations Act 66 of 1995

(iii) Employment Equity Act 55 of 1998 (Chapters 1 and 2) (iv) Occupational Health and Safety Act 85 of 1993

(v) Compensation for Occupational Injuries and Diseases Act 130 of 1993 (vi) Skills Development Act of 1998

D1004 COMMUNITY PARTICIPATION (a) General

Immediately after the award of the contract, the employer shall, at his own cost, take all necessary actions



to advertise within the local communities of the fact that the contract will provide temporary employment opportunities and preference will be given to the use of local labour on the contract.

(b) Public Liaison Committee

Upon the award of the contract the contractor shall without delay consult with the local communities and establish a public liaison committee (PLC) as a communication structure that interacts with all parties involved with the project. The composition of the PLC comprises representation by the employer, the contractor, the Engineer and formal structures within the communities. The contractor is advised to make use of established community communication channels and appoint from amongst his site personnel a responsible person to participate in the PLC business.

Some of the elements of construction activity that should be determined by the PLC are:

- (i) Compilation of a labour register of available local labourers, from which the contractor can select and appoint temporary contract workers required for work included in the contract.
 - (ii) Categories, skills and numbers of local labourers
 - (iii) Categories, skills and details of local enterprises
 - (iv) Training requirements for local enterprises and labourers
- Should the locality and size of the project warrant the need for a community liaison officer (CLO), such appointment will be made by the contractor as part of the contractor's staff, as specified in clause D1005 of these specifications.

D1005 COMMUNITY LIAISON OFFICER (CLO) (a) General

The contractor shall, if instructed to do so, appoint a CLO as a member of the contractor's management personnel, after consultation with the local community, the Engineer and the employer. The primary function of the CLO shall be to assist the contractor with the selection and recruitment of local labour, to represent the local community in matters concerning the use of local labour on the works, and to assist with and facilitate communication between the contractor, the Engineer and the local communities.

(b) Responsibilities

The CLO shall:

- (i) be available on site on a day-by-day basis between the hours agreed on by the contractor, the employer and the Engineer from time to time;
- (ii) determine in consultation with the contractor and the Engineer the labour requirements with regard to the numbers and skills;
- (iii) assist in and facilitate the identification of suitable temporary labour and the establishment of the labour register;
- (iv) assist in the identification and screening of labourers from the local community in accordance with the contractor's requirements;
- (v) attend all meetings in which the local community and/or labourers are present or are required to be represented;
- (vi) inform temporary labourers of their conditions of temporary employment, and inform temporary labourers as early as possible when their period of employment will be terminated;
- (vii) assist the contractor with determining the training needs of the temporary labourers and the identification of suitable trainees for relevant skills training;
- (viii) assist in maintaining good labour relations, and when applicable partake in labourer grievance and dispute procedures;
- (ix) attend disciplinary proceedings to ensure that hearings are fair and reasonable; (x) keep a daily written record of his interviews and community liaison activities;
- (xi) carry out specific tasks ordered by the Engineer;
- (xii) perform such other duties as required and agreed upon between all parties concerned.

(c) Appointment



The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant regional / district / ward councillors. Should suitable candidates not be identified within two weeks of the date of request, the contractor shall be allowed to seek candidates from the relevant regional / district / sub-council job-seekers database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the contractor.

The period of appointment of the CLO shall be as stated in the contract for temporary employment as a community liaison officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Engineer.

It is required, therefore, that the contractor enters into a contract of temporary employment with the selected CLO, the contracting parties being the contractor and the CLO.

The remuneration of the CLO shall be determined jointly by the contractor, the Engineer and the employer. The CLO shall only be employed and paid for the period in which the duties of the CLO are required as agreed on by the Engineer and the contractor.

D1006 EMPLOYMENT OF LOCAL LABOUR (a) General

Labourers of the local community required by the contractor shall be recruited for work to enable the contractor to comply with the specific minimum target value set for the contract participation goal in the contract.

(b) Selection of local labourers

The contractor shall advise the Engineer in writing of the various categories of local labourers required for construction and the number of local labourers required in each category, together with the personal attributes which he considers desirable that each category of local labourers shall possess, taking due cognizance of the provisions of the contract relating to training.

The contractor shall select local labourers from the applicants in the labour register, taking cognizance of the following principles:

- (i) No potential local labourer shall be precluded from being employed by the contractor on the execution of the works by virtue of his lack of skill in any suitable operation forming part of the works unless
- (ii) all available vacancies have been or can be filled by labourers who already possess suitable skills, or
- (iii) the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;
- (iv) Preference shall be given to the long-term unemployed and single heads of households;
- (v) The contractor shall, in so far as is reasonably practicable, accommodate the applicants' expressed preferences regarding the types of work for which they are selected;
- (vi) The selection process shall make provision for, but shall not be limited to, the inclusion of disabled, who are deemed capable to perform selected tasks, youths and women.

After making his selection, the contractor shall advise the Engineer thereof in writing, and the Engineer has the right to call a meeting with the public liaison committee for the purpose of ratifying the contractor's selection. The contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Engineer or the local community make reasonable objection to the selection of any particular applicant by the contractor, the contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Engineer and the local community as a replacement of the rejected applicant, in order to finalise the composition of the workforce.

(c) Terms and conditions of employment

The statutory Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee



associated with the contract. In particular the contractor shall pay his labour at least the minimum wage prescribed in the statutory legislation.

All temporary local labour shall be employed by the contractor in accordance with the abovementioned statutory legislation conditions which are consistent with those set out below:

- (i) Engagement shall be of temporary nature for a period not exceeding the duration of the contract. The duration of the employment shall nevertheless be as long as possible.
 - (ii) The contractor shall in respect of every temporary worker employed by him in terms of the contract, pay in full all amounts as may be due and payable in terms of the Workmen's Compensation Act.
 - (iii) At the earliest opportunity the contractor shall give notice to the temporary workers of the termination of the project on which they are engaged, provided always that such notice shall not be less than one week.
 - (iv) Any temporary worker may be summarily dismissed by the contractor for any of the following reasons:
 - (v) Being under the influence of alcohol or drugs whilst on the site; (vi) Theft of any materials, plant, tools and equipment;
 - (vii) Gross insubordination;
 - (viii) Any wilful or grossly negligent act or omission which constitutes a threat to person or property; (ix) Any other reason with which the Engineer may agree that it warrants summary dismissal.
 - (x) The dismissal of a temporary worker shall be effected in accordance with the applicable statutory requirements.
 - (xi) The contractor shall enter into a written agreement with each temporary worker engaged by him in terms of the contract. The conditions of employment of the temporary worker and his rate of remuneration shall be set out fully and clearly in the agreement, and the provisions of the agreement shall be strictly in accordance with the statutory legislation.
- The contractor shall provide satisfactory and suitable scheduled daily return transport free of charge for the labourers recruited in the local communities between agreed assembly points in the residential area of the local communities and the areas on the site where the labourers or groups of labourers have to report for the various tasks allotted to them. No separate payment will be made for providing this transport and the contractor shall allow for the cost thereof in his tendered rates.

D1007 TRAINING (a) General

Where training is specified in the contract, the contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers

in a programmed and progressive manner. Where appropriate, the training may also include skills which are in short supply amongst the community and may contribute towards sustainable employment or income generation.

Training shall take place during normal working hours, or as agreed with the trainees, and the contractor shall make adequate allowance in his programme of work to accommodate the training to be provided in terms of the contract and shall ensure that the workers are available at the appropriate times to undergo such training.

Before commencing with any formal training, the contractor shall submit full details of the formal training, which he intends to implement on the contract, in writing to the Engineer for approval of:

- (i) The name of the training institution, trainers and course programme.
 - (ii) Each type of training and course content synopsis.
 - (iii) The manner in which the training is to be delivered.
- The contractor's formal training schedule shall be subject to the approval of the Engineer, and the contractor shall, if so instructed by the Engineer, alter or amend the training schedule and its contents to suit changing conditions on the site and changes in the contractor's programme of work.



(b) Identification of candidates

The contractor shall identify candidates from amongst the temporary local labour who, in his opinion, show initiative or aptitude or display the potential to benefit from formal training, as may be provided for in the contract, and shall make recommendations to the Engineer in this regard. The final list of candidates shall be decided between the contractor and the Engineer, and those selected shall receive formal training during the construction period.

Candidates having the potential to become supervisors shall be selected from amongst the temporary local labour and be given additional formal training as outlined above. This selection will take place, once the initial formal skills training has been completed and after monitoring of their performance and it is considered beneficial to the progress of the works.

(c) Formal training

The formal skills training programme to be implemented by the contractor shall comply with the following minimum standards:

- (i) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
 - (ii) Be delivered by suitably qualified and experienced trainers accredited to do so.
 - (iii) Be delivered in the modules as described below. The actual training needs, training agency and programme shall be agreed with the Engineer prior to implementation.
- The contractor shall facilitate in the delivery of training, by instructing and motivating the local labour, supervisors and subcontractors regarding attendance and participation. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

(d) Training requirements

Temporary local labour will receive the following training as part of the contractor's general obligations under this contract:

- (i) Compulsory training
Each temporary local labourer shall be given the following compulsory training as soon as possible after being employed:
 - (1) Environmental awareness
 - (2) Safe working practices
 - (3) Roadside safety awareness

(e) Engineering skills training

Selected temporary local labour shall be given the opportunity of completing at least one engineering skills work activity module which would be beneficial for the tasks allotted to them, with further engineering skills training being given on merit.

As may be agreed with the Engineer, training may also include skills not directly related to the current construction activities but which will have longer term benefits for the communities, such as:

- (i) Brick laying;
- (ii) General carpentry; (ii) Drivers licence.

(f) Life skills training

Where so approved by the employer, temporary local labour may be given the opportunity to receive training in life skills such as:

- (i) HIV / Aids awareness; (ii) Financial skills.
- Training requirements for each particular project shall be determined in accordance with the CETA training programmes and as directed by the Engineer. The employer reserves the right to prescribe and/or limit the proposed training required on the contract.



The contractor shall be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:

- (iii) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
- (iv) A suitably furnished venue (if required);
- (v) Transport of the attendants (as necessary);
- (vi) Tools, equipment and teaching aids;
- (vii) Stationery and all other necessary materials.

The contractor shall allow for each relevant activity at least one (1) week in his programme for the training of workers. Training will be required during the startup phase of the project for compulsory training modules as well as formal engineering skills work activity training before commencing with the relevant work activities. Due allowance must also be made for the newly trained worker's learning curve as well as the training of replacements.

The contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the.

The contractor shall, in so far as it is reasonable and practical taking due and cognizance of the nature of the works to be executed at any given time, use trained workers on those aspects of the works for which they have been trained.

(g) Non-compliance

If at any stage the Engineer notifies the employer in writing that the contractor is not complying with the requirements of the contract in respect of the training to be provided to black enterprises engaged as subcontractors and temporary local labourers, then the employer is entitled to appoint competent firms or persons to conduct the specified training at the contractor's expense and the amounts paid to such firms or persons will be deducted from the contractor's payment.

(h) Training venue

If so specified in the contract, a suitable on-site training venue shall be provided by the contractor to the satisfaction of the Engineer. The training venue shall comply with the specifications for site offices as specified in the specifications. Measurement and payment of the training centre and the required equipment shall be as specified in the project specifications.

D1008 MEASUREMENT AND PAYMENT

Item

Unit

D10.01 Community participation:

- (a) Cost of community participation and public liaison.....provisional sum
- (b) Handling costs and profit in respect of subitem (a).....percentage (%)

The provisional sum shall be used to cover the direct costs incurred by the contractor in establishment of a public liaison committee, attending to meetings and community liaison matters. The rate of compensation shall be at a fair rate agreed by the Engineer. In accordance with clause 6.6.1 of the general conditions of contract, the tendered percentage of subitem (b) shall include full compensation for all handling costs and profit of the contractor in connection with subitem (a).

The assistance provided by the contractor to the community liaison officer in the form of in-task training, arranging service providers, appointments and services shall not be paid from the provisional sum. The contractor's costs to render such assistance shall be deemed to have been included in his rate offered for the contractor's general obligations, time related obligations.



Payment under the PC sum provided in subitem (a) to cover the employment and remuneration of the community liaison officer shall be effected in accordance with the provisions of clause 6.6.2 of the general conditions of contract.

Payment under the PC sum provided in subitem (b) to cover costs incurred in the provision of transport for the community liaison officer as agreed upon by employer, the Engineer and the contractor shall be effected in accordance with the provisions of clause 6.6.2 of the general conditions of contract.

Item	Unit
D10.02 Training:	
(a) Cost to company of temporary local labourers for off-site training during which no productive work is executed.....	provisional sum
(b) Formal training courses for temporary local labourers.....	prime cost (PC) sum
(c) Contractor's charges to allow for handling costs and profit in respect of subitem (b).....	percentage (%)
(d) Training venue.....	provisional sum

Payment under the provisional sum provided in subitem (a) shall be effected in accordance with the provisions of clause 6.6.3 of the general conditions of contract and shall cover the wages and salaries, inclusive of company mark-up on labour, of temporary local labourers for the periods during which they receive training off-site and are thus not available for the execution of work. It shall also cover the cost of any training related transport, materials, and equipment provided by the contractor.

Payment will only be made for temporary local labour that attend and successfully complete each course of the approved training programme. No payment, nor pro rata payment, shall be made for individual trainees that, once selected, do not attend or only partially complete structured training courses. The contractor's own permanent staff may attend the courses provided. However, such attendants from the contractor's staff shall not be considered for measurement and payment purposes.

Payment under the PC sum provided in subitem (b) to cover costs incurred for approved formal training courses presented by accredited institutions shall be effected in accordance with the provisions of clause 6.6.2 of the general conditions of contract. The payment shall cover the applicable course fees as agreed to by the Engineer.

The tendered percentage in sub item (c) is the percentage of the amount actually spent under subitem (b) that will be paid to the contractor in full compensation for the contractor's handling costs and profit in respect of subitem (b).

Item	Unit
D10.03 The contractor's obligations in respect of managing a team of 6 local labours	day

Payment of the day rate tendered, under the various work categories, shall include full compensation for all costs related to the organization and management of the local labour, including cost of registration with EPWP programme, medical assessments and compliances with all relevant legislation and the EPWP Recruitment Guidelines provided under Annexure 2.

The day rate tendered will be paid monthly in equal instalments for the original contract period only.



Particular Specifications

The following particular Specifications are attached and shall apply to this contract.

E Environmental Management

H Occupational Health & Safety



E PARTICULAR SPECIFICATION: ENVIRONMENTAL MANAGEMENT

1 SCOPE

This Specification covers the requirements for controlling the impact of construction activities on the environment. Should an Environmental Management Programme have been produced specifically for the project or site in question the details shall apply before the application of this Particular Specification.

2 INTERPRETATIONS

2.1 Supporting Specifications

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- (a) Project Specification;
- (b) SABS 1200 A or SABS 1200 AA, as applicable;

2.2 Application

This Specification contains clauses that are generally applicable to the undertaking of civil engineering works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment. Interpretations and variations of this Specification are set out in Portion 2 of the Project Specification (see 2.1).

In the event of any difference or discrepancy between the provisions of the Standardized Specifications and the provisions of this Specification, the latter shall prevail.

2.3 Definitions.

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions shall apply:

Environment means the surroundings within which humans exist and that are made up of:

- i) the land, water and atmosphere of the earth;
- ii) micro-organisms, plant and animal life;
- iii) any part or combination of i) and ii) and the interrelationships among and between them; and
- v) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Potentially hazardous substance is a substance that, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment.

Method Statement: a written submission by the Contractor to the Engineer in response to the Specification or a request by the Engineer, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer when requesting the Method Statement, in such detail that the Engineer is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to:
 construction procedures,
 materials and equipment to be used,
 getting the equipment to and from site,
 how the equipment/ material will be moved while on site,
 how and where material will be stored,



the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
 timing and location of activities,
 compliance/ non-compliance with the Specifications and
 any other information deemed necessary by the Engineer.

Reasonable means, unless the context indicates otherwise, reasonable in the opinion of the Engineer after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No 107,1998).

Solid waste means all solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

Contract means the General Conditions of Contract and Special Conditions, Specifications, Drawings, Tender, written records of matters agreed after the submission of the Contractor's tender, Letter of Acceptance and Agreement, together with other documents which the parties have agreed in writing shall form part of the Contract and such amendments or additions to the Contract as may be agreed in writing between the parties.

Contaminated water means water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/ personnel wash areas.

Top material means the top 150 mm of soil (topsoil) and root material of cleared vegetation.

3 MATERIALS

3.1 Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/ or imported material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Engineer's approval, which shall not unreasonably be withheld.

3.2 Hazardous substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSs shall be followed in the event of an emergency situation.

Petroleum, chemicals, harmful and hazardous waste is to be stored in an enclosed and bunded area. This area shall be subject to the approval of the Engineer. The waste shall be disposed of at a hazardous waste disposal site as approved by the Engineer. Storage and disposal of waste is



regulated through other legislation, which should be complied with *i.e.* the Occupational Health and Safety Act.

3.2.1 Shutter oil and curing compound

Shutter oil and curing compound pose a risk of causing water and soil contamination and accordingly are regarded as potential hazardous substances. The Contractor shall ensure that shutter oil and curing compound containers in use are stored within the fuel bund. The remaining containers shall be inspected regularly to ensure that no leakage occurs. When shutter oil or curing compound is dispensed, the proper dispensing equipment shall be used, and the storage container shall not be tipped in order to dispense the oil/ compound. The dispensing mechanism of the shutter oil/ curing compound storage container shall be stored in a waterproof container when not in use.

Shutter oil and curing shall be used in moderation and shall be applied under controlled conditions using appropriate equipment. The Contractor shall take all reasonable precautions to prevent accidental and incidental spillage during the application of these compounds.

In the event of shutter oil or curing compound spill, the source of the spillage shall be isolated, and the spillage contained. The Contractor shall clean up the spill, either by removing the contaminated soil or by the application of absorbent material in the event of a larger spill. Treatment and remediation of the spill area shall be undertaken to the reasonable satisfaction of the Engineer.

3.2.2 Bitumen

The Engineer shall be advised of the area that the Contractor intends using for the storage of bitumen drums/ products. The storage area shall have a smooth impermeable (concrete or 250 µm plastic covered in sand) floor. The floor shall be bunded and sloped towards a sump to contain any spillages of substances. The bund shall be inspected and emptied daily, and serviced when necessary. The bund shall be closely monitored during rain events to ensure that it does not overflow.

4. PLANT

4.1 Ablution facilities

A sufficient number of chemical toilets shall be provided by the contractor in the construction camp area and at appropriate locations approved by the Engineer. The ratio of ablution facilities to site staff should not exceed 1:20 and facilities shall be located within 100m from any point of work but no closer than 50 m to any water body or river. All temporary/ portable toilets shall be secured to the ground to prevent them from toppling due to wind or any other cause.

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

4.2 Eating areas

The Contractor shall designate eating areas at each area of the site where work is taking place. All permanent eating areas are to be covered in accordance with the requirements of the Occupational Health and Safety Act. The Contractor shall ensure that his employees do not consume meals anywhere other than within these eating areas.

Solid waste management



The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Solid, non-hazardous waste shall be disposed of in the bins provided and no on-site burying, dumping or burning of any waste materials, vegetation, litter or refuse shall occur. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved.

All solid waste shall be disposed of off site at an approved landfill site. The Contractor shall supply the Engineer with a certificate of disposal.

4.4 Contaminated water

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water. The Contractor shall prevent the discharge of water contaminated with any pollutants, such as soaps, detergent, cements, concrete, lime, chemicals, glues, solvents, paints and fuels, into the environment.

The Contractor shall notify the Engineer immediately of any pollution incidents on Site. The Engineer's approval will be required prior to the discharge of contaminated water to the Municipal sewer system.

4.5 Site structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

4.6 Noise control

The Contractor's attention is drawn to the applicable regulations framed under the Machinery and Occupational Safety Act, 1983 (Act No. 6 of 1983). The provisions of SABS 1200A Subclause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens, and the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant such that the noise level in inhabited areas and dwellings adjacent to the work areas will not increase by more than 7 dB (A)_{Leq 60} above residual background sound levels. Similarly in habituated areas adjacent to access roads maximum noise levels shall not exceed 60 dB(A)_{Leq 60} and maximum sound pressure level of 70 dB(A).

Where excess noise generation is unavoidable, the Contractor shall, by means of barriers, effectively isolate the source of any such noise in order to comply with the said regulations. The Contractor shall restrict any of his operations that may result in undue noise disturbance to those communities and dwellings abutting the Site to the hours of 08:00 to 17:00 on weekdays and Saturdays. No work will be permitted on Sundays unless otherwise agreed to with the Engineer.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

4.7 Lights



The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

4.8 Fuel (petrol and diesel) and oil

Unless otherwise specified in the Project Specification, fuel may be stored on site in an area approved by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowsters. The tanks/ bowsters shall be situated on a smooth impermeable surface (concrete or 250 µm plastic) with an earth bund (plastic must have a 5 cm layer of sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 130% of the total capacity of all the storage tanks/ bowsters. The bunded area shall be covered to protect it from rain. Provision shall be made for refuelling at the fuel storage area, by protecting the soil with 250 µm plastic covered with a minimum of a 5 cm layer of sand.

If fuel is dispensed from 200 litre drums, only empty externally clean drums may be stored on the bare ground. All empty externally dirty drums shall be stored on an area where the ground has been protected. The proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism of the fuel storage drum shall be stored in a waterproof container when not in use.

The Contractor shall prevent unauthorised access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Where reasonably practical, plant shall be refuelled at the fuel storage area or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the Engineer prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill. This material must be approved by the Engineer prior to any refuelling or maintenance activities.

4.9 Workshop, equipment maintenance and storage

All vehicles and equipment shall be kept in good working order. Leaking equipment shall be repaired immediately or removed from the Site. Where practical, all maintenance of equipment and vehicles on Site shall be performed off Site or in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing activities. The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or 250 µm plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil).

When servicing equipment on site, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles). Drip trays shall be inspected and emptied daily. Drip trays shall be closely monitored during rain events to ensure that they do not overflow. Where practical, the Contractor shall ensure that equipment is covered so that rainwater is excluded from the drip trays.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken off Site or in the workshop. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.



4.10 Dust

The Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Engineer. The Contractor's dust management planning should, as a minimum, take cognisance of the following:

Schedule of spraying water on unpaved roads paying due attention to control of runoff.
 Speed limits for vehicles on unpaved roads and minimisation of haul distances.
 Measures to ensure that material loads are properly covered during transportation.
 Schedule for wheel cleaning and measures to clean up public roads that may be soiled by construction vehicles.
 Minimisation of the areas disturbed at any one time and protection of exposed soil against wind erosion, e.g. by dampening with water or covering with straw
 Location and treatment of material stockpiles taking into consideration prevailing wind directions and location of sensitive receptors.
 Controlled blasting techniques to minimise dust and fly rock during blasting.
 Adherence to the dust loads and protective gear stipulated in the Occupational Health and Safety Act.
 Reporting mechanism and action plan in case of excessive wind and dust conditions.

During Summer, a water tanker should be permanently available for the control of dust generation, and the Contractor shall ensure that the sprays do not generate excess run off. During Winter, provision shall be made for a tanker, as required by the Engineer.

During high wind conditions, the Contractor shall comply with the Engineer's instructions regarding dust-damping measures. The Engineer may request the temporary cessation of all construction activities where wind speeds are unacceptably high, and until such time as wind speeds return to acceptable levels.

As required by the Project Specification, the Contractors shall develop and implement a programme for the monitoring of dust fallout in areas where dust generation may be expected.

4.11 Accommodation of site staff

With the exception of the night watchmen, none of the Contractors staff shall be accommodated on Site overnight.

5. CONSTRUCTION

5.1 Method Statements

Any Method Statement required by the Engineer, Specification EM or the Project Specification shall be produced within such reasonable time as the Engineer shall specify or as required by Specification EM or the Project Specification. The Contractor shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Engineer. Such approval shall not unreasonably be withheld.

The Engineer may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Engineer, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the Specifications.

Approved Method Statements shall be readily available on the site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method



Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

Method Statements that shall be provided by the Contractor within 14 days of receipt of the letter of acceptance and prior to the activity covered by the Method Statement being undertaken, include:

Location and structure of the fuel storage site, including the type and volume of storage container and the design and capacity of the bund.

Solid waste (refuse) control and removal of waste from the Site, including the number, type and location of rubbish bins, the manner and frequency with which the waste will be removed from site and the disposal site.

Contaminated water management system, including an indication of the source and volume of contaminated water and how this would be disposed of.

Dust control, including methods to prevent dust generation and methods to reduce dust where its generation is unavoidable.

Location and layout of the construction camp in the form of a plan showing offices, stores for fuels and explosives, vehicle parking, access point, equipment cleaning areas and staff toilet placement.

Location of proposed site access routes and proposed traffic safety measures.

Emergency procedures for fire, and accidental leaks and spillages of hazardous materials.

Location, layout and preparation of cement/ concrete batching facilities including the methods employed for the mixing of concrete and the management of runoff water from such areas. An indication shall be given of how concrete spoil will be minimised and cleared.

Method of undertaking earthworks, including spoil management, erosion, dust and noise controls.

Motivation and method for undertaking any construction related activities within a “no-go” area, including requisite emergency procedures. Unless need clearly motivated and proposed methodology exhibits clear focus on environmentally sensitive construction practice, no activity will be permitted within the defined “no-go” areas.

5.2 Environmental awareness training

Within seven days of the Commencement Date, the Contractor's site staff including foremen and site management staff shall attend an environmental awareness training course, of approximately one-hour duration. The Contractor shall liaise with the Engineer prior to the Commencement Date to fix a date and venue for the course. The Contractor shall provide a suitable venue with facilities as required by the Project Specification, and ensure that the specified employees attend the course.

No more than 20 people shall attend each course and the Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site.

The environmental awareness training course shall be held in the morning during normal working hours. The information presented at the course shall be communicated to the Contractors employees on the site, to any new employees coming onto site after the initial training course and to his suppliers. Provision should also be made for quarterly refreshers courses to be undertaken during the course of the Contract. The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Engineer with a copy of the attendance register the day after each course.

5.3 Construction personnel information posters



The Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters shall be supplied by the Engineer and shall be erected at a location specified by the Engineer.

5.4 Site clearance

The Contractor shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the works. Site clearance shall occur in a planned manner, and cleared areas shall be stabilised as soon as possible. The detail of vegetation clearing shall be subject to the Engineer's approval. All cleared vegetation shall either be mulched and mixed into the topsoil stockpiles or disposed of at an approved disposal site. The disposal of vegetation by burying or burning is prohibited without the requisite permit from the local authority.

The Contractor shall strip the topmaterial, which includes the top 150 mm of soil and root material of cleared vegetation, within the Working Areas, and this shall be stockpiled separately from subsoil for subsequent use during rehabilitation and revegetation. Topmaterial stockpiles shall not be compacted.

Should fauna be encountered during site clearance, earthworks shall cease until fauna have been safely relocated.

5.5 Site division

The Engineer shall be advised of the area that the Contractor intends using for the Construction Camp. The Construction camp shall occupy as small an area as possible, and no site establishment shall be allowed within 50 m of any watercourse unless otherwise approved by the Engineer.

The Contractor shall inform the Engineer of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for neighbours.

5.6 Site demarcation

As required by the Project Specification, the Contractor shall erect and maintain permanent and/ or temporary fences of the type and in the locations directed by the Engineer. Such fences shall, if so specified, be erected before undertaking designated activities.

5.7 "No go" areas

If so required by the Project Specification, certain areas shall be considered "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no unauthorised entry, stockpiling, dumping or storage of equipment or materials shall be allowed within the demarcated "no go" areas.

"No go" areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centres with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of the Contract and ensure that the danger tape does not become dislodged.

5.8 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer.



The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Engineer immediately of such a discovery and carry out the Engineers instructions for dealing therewith. All works within the vicinity of the discovery must cease immediately and the area shall be cordoned off until such time as the Engineer authorises resumption of the works in writing.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

5.9 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorisation.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, they shall be stored, handled and applied with due regard to their potential harmful effects.

5.10 Protection of archaeological and palaeontological remains

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Engineer immediately of such a discovery and carry out the Engineers instructions for dealing therewith. All works within the vicinity of the discovery must cease immediately and the area shall be cordoned off until such time as the Engineer authorises resumption of the works in writing.

The Engineer will contact the relevant heritage authority.

5.11 Access routes/ haul roads

Access to the Construction camp and working areas shall utilise existing roads or tracks. Entry/ exit points onto public roads shall take cognisance of traffic safety. Traffic safety measures shall include appropriate signage and signalmen where relevant.

On the Site, and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/hr

Mud and sand deposited onto public roads by construction activities shall be cleared on a daily basis.

5.12 Cement and concrete batching

Where applicable, the location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) will be approved by the Engineer. The concrete/cement batching plant shall be kept neat and clean at all times.



No batching activities shall occur directly on unprotected ground. The batching plant shall be located on a smooth impermeable surface (concrete or 250 µm plastic covered with 5 cm of sand). The area shall be bunded and sloped towards a sump to contain spillages of substances. All wastewater resulting from batching of concrete shall be disposed of via the contaminated water management system and shall not be discharged into the environment. Contaminated water storage areas shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented.

Empty cement bags shall be stored in weatherproof containers to prevent wind blown cement dust and water contamination. Empty cement bags shall be disposed of on a regular basis via the solid waste management system, and shall not be used for any other purpose. Unused cement bags shall be stored so as not to be affected by rain or runoff events. In this regard, closed steel containers should be used for the storage of cement powder and any additives. The Contractor shall ensure that sand, aggregate, cement or additives used during the mixing process are contained and covered to prevent contamination of the surrounding environment.

The Contractor shall take all reasonable measures to prevent the spillage of cement/ concrete during batching and construction operations. During pouring, the soil surface shall be protected using plastic and all visible remains of concrete shall be physically removed on completion of the cement/ concrete pour and appropriately disposed of. All spoiled and excess aggregate/ cement/ concrete shall be removed and disposed of via the solid waste management system.

Where “readymix” concrete is used, the Contractor shall ensure that the delivery vehicles do not wash their chutes directly onto the ground. Any spillage resulting from the “readymix” delivery shall be immediately cleared and disposed of via the solid waste management system.

5.13 Earthworks

All earthworks shall be undertaken in such a manner so as to minimise the extent of any impacts caused by such activities, particularly with regards to erosion and dust generation. No equipment associated with earthworks shall be allowed outside of the Site and defined access routes unless expressly permitted by the Engineer.

5.14 Pumping

Pumps shall be placed over a drip tray in order to contain fuel spills and leaks. The Contractor shall take all reasonable precautions to prevent spillage during the refuelling of these pumps.

The Contractor shall ensure that none of the water pumped during any dewatering activities, including well points, is released into the environment without the Engineer's approval. The Engineer's approval will be required prior to the discharge of this water into the Municipal sewer system.

5.15 Bitumen

Over spray of bitumen products outside of the road surface and onto roadside vegetation or the surrounding environment shall be prevented using a method approved by the Engineer.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating of bitumen products shall only be undertaken using LPG or similar zero emission fuels and appropriate fire fighting equipment shall be readily available.

Stone chip / gravel excess shall not be left on road / paved area verges. This shall be swept / raked into piles and removed to an area approved by the Engineer.

Water quality from runoff from new/ fresh bitumen surfaces will be monitored visually by the Engineer and remedial actions taken where necessary.



5.16 Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall forward the name of the Fire Officer to the Engineer for his approval.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

5.17 Emergency procedures

The Contractor's procedures for the following emergencies shall include:

i) Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the emergency procedure(s) to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

5.18 Safety

Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone.

No unauthorised firearms are permitted on Site.

5.19 Community relations

The Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

5.20 Erosion and sedimentation control



The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Engineer.

Any runnels or erosion channels developed during the construction period or during the maintenance period shall be backfilled and compacted. Stabilisation of cleared areas to prevent and control erosion shall be actively managed. Consideration and provision shall be made for various methods, namely, brushcut packing, mulch or chip cover, straw stabilising (at a rate of one bale/ 20 m² and rotovated into the top 100 mm of the completed earthworks), watering, soil binders and anti erosion compounds, mechanical cover or packing structures (e.g. Hessian cover).

Traffic and movement over stabilised areas shall be restricted and controlled, and damage to stabilised area shall be repaired and maintained to the satisfaction of the Engineer.

5.21 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

5.22 Recreation

If so required by the Project Specification, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

5.23 Trenching

Trenching for services shall be undertaken in accordance with the engineering specifications with the following environmental amplifications, where applicable:

Soil shall be excavated and used for refilling trenches i.e. soil from the first trench shall be excavated and stockpiled, thereafter soil from the second excavated trench length shall be used to backfill the trench behind it once the services have been laid. The last trench shall be filled using the soil stockpiled from the first trench.

Trench lengths shall be kept as short as practically possible before backfilling and compacting.

Trenches shall be re-filled to the same level as (or slightly higher to allow for settlement) the surrounding land surface to minimise erosion.

5.24 Demolition

Hazardous building materials, including asbestos shall be identified prior to demolition of any buildings and dealt with in accordance with the safety and health legislation. A Method Statement, outlining the proposed approach to the disposal of these materials, must be supplied for approval by the Engineer.

Hazardous and non-hazardous materials shall be separated at site and disposed of in a manner approved by the Engineer.

All buildings older than 60 years require a permit from South African Heritage Resources Agency in terms of the National Heritage Resources Act (no. 25 of 1999). A demolition permit is also required from the local authority in terms of the National Building Regulations.

5.25 Drilling and jack hammering



The Contractor shall take all reasonable measures to limit dust generation and noise as a result of drilling operations. The Contractor shall ensure that no pollution results from drilling operations, either as a result of oil and fuel drips, or from drilling fluid.

Any areas or structures damaged by the drilling and associated activities shall be rehabilitated by the Contractor to the satisfaction of the Engineer.

5.26 Stockpiling

The Engineer will identify suitable sites for stockpiling. Stockpiles shall be convex in shape, shall be no higher than 2 m and shall be located so as to cause minimal disturbance. Stockpiles shall be so placed to occupy minimum width compatible with the natural angle of repose of material, and measures shall be taken to prevent the material from being spread over too wide a surface. Where required, appropriate precautions shall be taken to prevent the erosion and limit the compaction of the stockpiles. The Contractor shall ensure that all stockpiles do not cause the damming of water or run off, or is itself washed away.

Topmaterial stockpiles shall not be covered with any material (e.g. plastic) that may kill seeds or cause it to compost. If the stockpiles start to erode significantly or cause dust problems, they shall be covered with hessian. Where practical, topmaterial shall not be left for longer than six to eight months before being used for rehabilitation. If stored for longer than six months, the topsoil shall be analysed and, if necessary, upgraded before placement.

5.27 Site closure and rehabilitation

Any areas that the Engineer believes may have been impacted upon or disturbed, shall be rehabilitated to the satisfaction of the Engineer, which includes all areas where topsoil has been stripped. Once construction is complete the contractor shall clear everything from the Site not forming part of the Permanent Works. The area to be rehabilitated shall first be landscaped to match the topography of the surrounding area as it was prior to construction. The composition of vegetation to be used for any rehabilitation shall be as per the Project Specifications.

The contractor may not use herbicides, pesticides, fertilisers or other poisonous substances for the rehabilitation process unless otherwise agreed with the Engineer.

All rehabilitated areas shall be considered “no go” areas and the Contractor shall ensure that none of his staff or equipment enters these areas.

The Contractor shall undertake to remove all alien vegetation re-establishing on the area and shall implement the necessary temporary or permanent measures to combat soil erosion.

5.28 Temporary revegetation of the areas disturbed by construction.

Where there is likely to be a delay of greater than two weeks in the landscaping and revegetation of a disturbed area or where that site is likely to be the subject of further construction activities at a later stage, the Contractor shall ensure that the area is temporarily revegetated to combat dust generation and prevent erosion. This revegetation shall occur incrementally immediately upon completion of the construction activities at the subject location.

Prior to revegetation structures and material not forming part of the Permanent Works, including remnants of building materials, concrete foundations, timber and other foreign debris, shall be removed and disposed of via the solid waste management system. The area shall be revegetated as follows:

The surface shall be levelled by hand or machine as far as practically possible.



Alien vegetation shall be cleared by cutting the plants off at ground level, and painting the stump with 0.5% Garlon in diesel.

For areas with a slope of greater than 1:3, straw shall be utilised as a binding material to stabilise the soil during revegetation and rehabilitation of the site. Straw shall consist of natural, dried fibres of hay or chaff of various lengths between 50 mm and 400 mm, delivered to Site in bales and shall be applied evenly by hand or machine at a rate of 1 bale per 20 m² over the area to be revegetated. It shall then immediately be rotovated into the upper 100 mm layer of soil.

The prepared area shall be hydro- or hand-seeded at a rate of 40 kg/ ha using Rye grass (*Lolium multiflorum*). In the event of hand-seeding, the seed mixture as specified shall be mixed with two parts per volume of clean dry plaster sand, then divided in half and applied evenly in two successive applications, one after the other, by means of an approved hand seeding machine (known colloquially as a "tefsaaier"). On completion of the seeding the surface shall be lightly raked to cover the seed with no more than 5 mm of soil.

Water used for the irrigation of vegetated areas shall be free of pollutants that will have a detrimental effect on the plants. The vegetated area shall only be watered once, immediately following seeding. Watering should be carried out from a tanker, using a fine nozzle spray to avoid erosion and disturbance of the vegetation. Water for irrigation purposes may not be drawn from any water body.

No construction equipment, vehicles or unauthorised personnel shall be allowed onto areas that have been vegetated. Only persons or equipment required for the preparation of areas, application of fertiliser and maintenance of revegetated area shall be allowed to operate on these areas.

5.29 Traffic safety

The Contractor shall ensure traffic safety at all times and shall implement safety measures to this end. General and personal traffic safety is the responsibility of the individual.

5.30 Temporary site closure

6. TOLERANCES

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer to certify the imposition of a penalty as detailed below.

6.1 Penalties

Penalties will be issued for the transgressions listed below. Penalties may be issued per incident at the discretion of the Engineer. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Engineer will inform the Contractor of the contravention and the amount of the penalty, and will deduct the amount from monies due under the Contract.

Penalties will be as per the Project Specification.

6.2 Removal from site and suspension of Works

The Engineer may instruct the Contractor to remove from Site any person(s) who in their opinion is guilty of misconduct, or is incompetent, negligent or constitutes an undesirable presence on Site. Subclause 4.9 of this Specification requires that all Plant be in good working order, and accordingly



the Engineer may order that any Plant not complying with the Specifications be removed from Site. Where the Engineer deems the Contractor to be in breach of any of the requirements of this Specification, he may order the Contractor to suspend the progress of the Works or any part thereof.

7. TESTING

Void

8. MEASUREMENT AND PAYMENT

8.1 Basic principles

Except as noted below and in E 8.2.1 as Scheduled Items, no separate measurement and payment will be made to cover the costs of complying with the provisions of this specification and such costs shall be deemed to be covered by the rates tendered for the items in the Schedule of Quantities completed by the Contractor when submitting his tender.

8.2 Scheduled items

8.2.1 All requirements of the environmental management specification Sum

All work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

8.2.2 Method Statements: Additional Work

No separate measurement and payment will be made for the provision of Method Statements but, where the Engineer requires a change on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment in excess of that warranted by the Specifications, then any additional work required, provided it could not reasonably have been foreseen by an experienced contractor, shall be valued in accordance with GCC 2015 Clause 6.4.1

8.2.3 Work "required by the Project Specification"

Where a clause in this Specification includes a requirement as "required by the Project Specification", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Project Specification.



PARTICULAR SPECIFICATION H: OCCUPATIONAL HEALTH & SAFETY

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❖ **INTRODUCTION AND BACKGROUND**

1.1 Background to The Health and Safety Specification

The Construction Regulations (February 2014) place the onus on the Client to prepare a preconstruction Health and Safety specification, highlighting all risks not successfully eliminated during design setting standards for Health and Safety during construction phase. The Health and Safety Specification will be based on the findings of the Baseline Risk Assessment.

○ Purpose of The Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the promulgated Construction Regulations (February 2014) to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction phase Health and Safety plan by the Principal Contractor.

The specification sets out the requirements to be followed by the Principal Contractor and their contractors so that the Health and Safety of all persons potentially at risk may receive the same priority as other facets of the project e.g., Cost, programme, environment, quality etc.



○ References

- a) Occupational Health and Safety Act (85 of 1993)
- b) Construction Regulations, 2014
- c) Compensation for Occupational Injuries and Diseases Act (130 of 1993)
- d) CoCT//001148: Covid 19 OHS Guideline for Construction
- e) Department of Employment and Labour COVID-19 Direction on Health and Safety in the Workplace, 29 April 2020 (and subsequently 04 June 2020)
- f) Department of Employment and Labour, Workplace Preparedness: COVID-19 (SARS-CoV-19 virus), 2020 guideline.
- g) Notice on Compensation for Occupationally Acquired Novel Coronavirus Disease (COVID- 19) under COID Act, 130 of 1993 as amended
- h) COVID-19 Occupation Health & Safety Guideline for Construction Visitors at Western Cape Government Health Facilities – appended at the end of this document.
- i) Disaster Management Act (57 of 2002)
- j) Hazardous Substances Act (85 of 1973)
- k) Prevention of Environmental Pollution Ordinance Act (21 of 1981)
- l) Project and Construction Management Act (48 of 2000)

and any other act or regulation passed in terms of, or as amendments to, the above.

❖ PROJECT DIRECTORY

Project Client: Stellenbosch Municipality	Tel: 021 808 8111
Contact Person: Kumohelo Mculu	e-mail:
Project Civil Engineer: EAS Infrastructure Engineers PTY (Ltd)	Tel: 083 231 4801
Contact Person: Clint Stockwell	e-mail: Clint@easengineers.co.za
Construction Safety Agent: Frontline SHEQ	Tel: 072 828 5953
Contact Person: Stephan Julius	e-mail: stephan@frontlinesafety.co.za
OTHER PARTIES DIRECTORY	
Department of Labour for submission of Annexure 2: Notification of Construction Work	Tel: 021 441 8158
WESTERN CAPE – Fezeka Ngalo	e-mail: Fezeka.Ngalo@LABOUR.gov.za



PROJECT DETAILS
Description of Works: Rehabilitation of land, engineering of earth platform and berm.
Anticipated Construction Duration: 4 Months
Provisional Start Date: July 2021
Completion Date: October 2021

❖ **HEALTH AND SAFETY SPECIFICATION**

1.1 **Scope**

This specification covers the requirements for eliminating and mitigating incidents and injuries on the Principal Contractor.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

○ **Provision for Health & Safety Cost**

The Principal Contractor and their contractors shall make adequate provision for the cost of Health & Safety Measures during the construction process as required by the Construction Regulation 5(1)(g).

❖ **INTERPRETATIONS**

1.1 **Application**

This specification is a compliance document drawn up in terms of the South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

○ **Definitions**

The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations (February 2014) shall apply.

❖ **MINIMUM ADMINISTRATIVE REQUIREMENTS**

1.1 **Notification of Intention to Commence Construction Work**



The appointed Principal Contractor shall notify the Provincial Director of the Department of Labour in writing that construction work commences as per the Annexure 2 in terms of CR 4.

A copy of the Notification must be placed in the Principal Contractors Health and Safety File on site and one copy shall be sent to the Client.

○ **Assignment of Contractor's Responsible Persons to Manage and Supervise Health and Safety on Site.**

The Principal Contractor shall submit management and supervisory appointments as well as any relevant Appointments in writing (as stipulated by the OHS Act 85/1993 and Construction Regulations), prior to commencement of work. Proof of competency must be included.

Note: All appointments shall be done by the Chief Executive Officer/Managing Director or his/her assistant in terms of Section 16 of the OHS Act 85/1993 with exception to the Construction Manager in terms of Construction Regulation 8. The Construction Manager shall be full time on site unless an Alternate Competent Construction Manager has been appointed in writing.

○ **Competency of Principal Contractor Responsible Persons**

The Principal Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the Definition of Competent in accordance with the Construction Regulations (February 2014). Proof of competence for the various appointments must be included prior to start of work.

○ **Compensation for Occupational Injuries and Diseases Act (Coida) 130 Of 1993.**

The Principal Contractor and their contractors shall submit a valid Letter of Good Standing from their Compensation Insurer-FEM or Compensation Commissioner to the Client's Representative as proof of registration before they commence work on site.

Note:

A client must ensure before any work commences on a site that every Principal Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

Principal Contractor must ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993.

○ **Occupational Health and Safety Policy**

The Contractor and their contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

○ **Health and Safety Organogram.**



The Principal Contractor and their contractors shall submit an organogram with contact numbers, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure and must be site specific.

❖ **COVID-19 DIRECTION ON HEALTH AND SAFETY IN THE WORKPLACE: SECTION 27 (2) OF THE DISASTER MANAGEMENT ACT, 2002 (29 APRIL 2020)**

Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020

- ❖ GNR.1031 of 1 October 2020: Consolidated Directions on Occupational Health and Safety Measures in certain workplaces issued by the Minister in terms of regulation 4 (10) of the National Disaster Regulations.
- ❖ Hazardous Biological Agents Regulations GNR. 1390 of 27 December 2001.
- ❖ Section 8 and 9 of the Occupational Health and Safety Act 85/1993.

To ensure and maintain a safe and healthy working environment for employees and members of the public, it is advised that the Principal Contractor assess the workplace risks posed by the COVID-19 pandemic, giving due consideration to the response measures announced by Government.

The Principal Contractor and their contractors must therefore determine mitigation measures to minimize risk as far as reasonably practicable, allowing work to continue safely and without harm to all relevant stakeholders, including Clients, Employees, Contractors, Suppliers, Manufacturers, and all interested and affected parties.

○ ***Mitigation Measures***

Implementing Workplace Controls: Legislation governing workplaces in relation to COVID-19 is the Occupational Health and Safety Act 85 of 1993 and the Disaster Management Act 2002, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees and COVID-19 Direction on Health and Safety in the Workplace issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations

Specifically, Section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). In the case of COVID-19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

However, before the implementation of control measures, Risk Assessments need to be reviewed and updated, considering the hazards posed by exposure to COVID19 in the workplace. This is in accordance with Section 8 (2) (d) of the OHS Act.

○ ***Preliminary Hazard Identification and Risk Assessment***

The Principal Contractor and their contractors shall develop Risk Assessments and Method statements by a competent person for the risk that they foresee during construction.



Note, the Principal Contractor shall ensure that a competent Risk Assessor is appointed in writing and shall be Full Time on site for the duration of the project.

Principal Contractor to provide a 14-day Look Ahead Hazard Identification Risk Assessment (HIRA) for upcoming activities before they are encountered on a bi-weekly basis and forward an electronic copy to the appointed Health and Safety Agent. Contractor to ensure that provision is made should physically impaired/challenged employees be employed.

Furthermore, the Principal Contractor and their contractors to ensure that Daily Safe Task Instruction/ Planned Tasked Observations are conducted prior to any activity with proof placed on file. Contractors may use their own Formats/Templates.

The following is a site-specific source of risks that have been identified but is not limited to and must as a minimum, be appropriately addressed by the Principal Contractor in their Health & Safety Plan with Control Measures but is not limited to:

➤ **Mitigating the Spread of COVID-19 (coronavirus)**

- Compliance with Section 8, 9 and 14 f the occupational Health and Safety Act 85/1994.
- GNR.1031 of 1 October 2020: Consolidated Directions on Occupational Health and Safety Measures in certain workplaces issued by the Minister in terms of regulation 4 (10) of the National Disaster Regulations.
- Hazardous Biological Agents Regulations GNR. 1390 of 27 December 2001.
- Hand sanitized (intervals to be implemented)
- Office Sanitized (intervals to be implemented)
- Social Distancing (to be monitored in construction settings during various activities)
- Transport of employees
- Implementation of site/progress meetings (control must be provided) (various media platforms to be utilized if possible)
- Continuous information communication
- Infection Management/response plan
- Waste Management

➤ **Site Establishment**

- Work area needs to be Properly Demarcated.
- Secure / Safe Storage of Material, Plant & Equipment
- Location of existing Services
- Dealing with existing structures
- Demolition material to be stored in suitable bin / container.

Civils Work

- Compliance to Construction Regulation 23



- Excavation & Compliance to Construction Regulation 13
- Persons/Equipment falling into Excavations.
- Edge Protection
- Asphalt
- Road Cleaning to be maintained daily.

- **Boundary & Access Control**
 - Learner to inspect areas daily and report.
 - Public Liability / Access Control / Compliance to Section 9
 - Relevant Construction Warning Signage

- **Public Liability**
 - Principal Contractor to ensure all safety measures and material storage are stacked safely during the installation period.
 - Effect of Construction Work on members of the public and existing property eg
 - Neighbouring Property and members of the public
 - Noise Control
 - Dust Control
 - Temporary lighting
 - Relevant signage
 - Hazardous Chemical Substances

- **Protecting of members of the public (Section 9 of the OHS Act)**
 - Demolition/Removal of material while working above/close to existing neighboring property/persons.
 - Risk Assessments and Method Statement to be provided and communicated to relevant parties.
 - Construction Activities

- **Lifting and Installation Procedures**
 - Principal Contractor to submit Full Method Statements of their lifting and installation procedures e.g., manually, or mechanically.

- **Working near of Electrical Cables**
 - Lock out Procedure.
 - Contractor to liaise with Client prior to any electrical activities.
 - Contractor to provide full method statement and risk assessment when working on live electrical Cables.



- Must be communicated to all staff prior to the activity.
- All Staff must be provided with the relevant Personal Protective Equipment (PPE).
- **Working near existing services**
 - Identification and protection of existing services
 - Electrical Cables, Telkom, Data etc.
 - Principal Contractor to work according to client drawings to identify possible underground services.
- Note: Principal Contractor to take caution with regards to adjacent buildings. Furthermore, all contractors shall take special caution due to the busy road i.e.**
- **Waste Management Plan/System to be implemented.**
 - Principal Contractors to provide sufficient Bins / Bags always and must be removed on a regular basis or as and when needed.
 - All hazardous material to be stored separately and must be disposed of at an authorized landfill site.
 - All general waste will be removed and dumped prudently.
 - All spills be treated with the required means.
 - All Hazmat waste to be dumped according to proper health and safety with a safety disposal certificate be given at each site.
- **Safe Use of Portable Electrical Equipment**
 - Any Other Equipment used by Principal Contractor. (Paint-mixer)
- **Temporary Flammable Liquid Storage**
 - Principal Contractor to ensure that adequate ventilation is provided with Relevant Signage and Fire Precautions provided.
- **Emergency Preparedness**
 - Emergency Evacuation Plan with Relevant Emergency Numbers, emergency layout
 - Revision of Emergency Plan
 - Principal Contractor to monitor site conditions and conduct Evacuation Drills as and when needed with proof placed on file (Roll call, report to be placed on file etc.)
 - Principal Contractor to ensure that an emergency team is appointed.
 - Emergency assembly point to be established with the relevant signage displayed.
 - Air horn/alarm/siren to be provided on site.
- **Dust Control**
 - Principal Contractor to provide a procedure to control dust.
- **Noise Control**
 - Controls to be put in place to restrict excessive noise during peak periods / dust control measures to be put in place.
 - Contractor to immediately mobilise 'mop-up' teams to address impact on Stakeholders.
 - Principal Contractor to provide a procedure to control noise.
- **Manual and Mechanical Handling**

Additional Activities foreseen on site.

- **Change in Design Procedure**



- Process to move equipment, tools, scrap material, etc. to and from elevated positions.
- Use of Temporary Access
- Unforeseen activities

N.B. A risk assessment will be performed for all unplanned work and submitted to Health and Safety Agent for approval prior to work commencing.

Principal Contractors and their contractors to ensure that the risk assessments, as well as other risks identified by them, are updated at least every 30 days or as the risk changes are recorded and communicated to all relevant parties with proof placed on file- CR 9. Note: All reviews must be signed off by the appointed Risk Assessor.

Note: All identified risks and hazards must be based on a documented method (method statements)

Furthermore, the Principal Contractor and their contractors shall provide a Monitoring and a Review Plan including a Risk Register indicating all activities.

Note: Principal Contractor must ensure as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

○ **Health and Safety Officer 8(5)**

The Principal Contractor shall provide a Part-Time Safety Officer on site depending on the contract value and combined discretion of the client and Health and Safety Agent, with proof of a confirmation letter issued by the SACPCMP should he/she not be already registered.

All contractor that has been appointed by the Principal Contractor shall ensure that they appoint a Part Time safety officer that will visit the site at least twice a week.

Note: "No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor", however an exemption was issued and all Safety Officers/Practitioners must now provide confirmation of application for registration of the construction health and safety discipline with the SACPCMP should he/she not be registered as yet.

○ **Medicals**

The Principal Contractor to ensure that all his or her employees including all appointed contractors 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 an Annexure 3.

○ **Symptom Screening**

The Principal Contractor must ensure that all employees and visitors are screened prior to entering the site. Screening must include, hand wash, use of Infrared Thermometer and Self-Assessment. Daily Records of screening must be kept on file and be readily available for inspection.

All employees prior to entering must complete a self-screening assessment.



If a worker presents any symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing); or advises the employer of these symptoms, the employer must –

- ❖ not permit the worker to enter the workplace or report for work; or
- ❖ if the worker is already at work immediately-
- ❖ isolate the worker, provide the worker with a FFP1 surgical mask, and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or for a medical examination or testing.
- ❖ assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission.
- ❖ ensure that the worker is tested or referred to an identified testing site.

○ **Health and Safety File (HSF)**

The Principal Contractor/s and their contractors shall, in terms of CR 7(1), maintain the HSF on site always. The HSF is a file with permanent records containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any persons who may be affected by the construction work.

The HSF must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractors and the agreements between the parties and details of work being done.

The Principal Contractors shall appoint a suitably qualified person to prepare the HSF and to keep it up to date for the duration of the contract.

○ **COVID 19 Administrative Requirements**

The Principal Contractor must establish the following administrative measures on site:

The Principal Contractor must conduct a risk assessment considering the specific circumstances of the workplace.

The Principal Contractor must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA to-

- ❖ Its health and safety committee established in terms of section 19 of OHSA; and
- ❖ notify all workers of the contents of this Directive and the manner in which it intends to implement it.
- ❖ notify its employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA.
- ❖ must appoint a manager (COVID-19 Representative) to address employee or workplace representative concerns and to keep them informed and, in any workplace in which a health and



safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken.

- ❖ (Note: The elected person must be trained on the latest updates of COVID 19)
- ❖ Principal Contractor ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision.
- ❖ Records to be kept of all employee screening and self-assessments.
- ❖ The following registers must be kept and completed:
 - ❖ Routine Cleaning Register (Facility and vehicles)
 - ❖ PPE Issue Register
 - ❖ Daily Screening Register
 - ❖ Training Register

○ ***The HSF Shall Include At Least The Following Information:***

- a) Notification of Construction Work (CR 3)
- b) Copy of OHSA (updated) (GAR 4.)
- c) Proof of Registration and good standing with a COIDA Insurer (CR 5(1)(j) (The Principal Contractors shall submit a letter of good standing with the compensation Insurer, at the tender stage).
- d) OHSP agreed with client including the underpinning Risk Assessment/s & Method Statements CR 9(1)
- e) Designs/drawings including scaffolding and form work.
- f) A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (CR 7)
- g) Appointment/Designation forms
- h) Registers
- i) Inductions

The HSF/CD shall be handed over to the Client on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

○ ***Health and Safety Representative(S)***

The Principal Contractor and their contractors shall ensure that competent Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions as soon as the total workforce has reached a number of 20 employees or more. Should the Principal Contractor and their contractors have less than 20 employees, then the accumulative amount shall apply. The appointments must be in writing. The Health and Safety Representative shall carry out regular inspections at least monthly, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.



Note: The Principal Contractor and their contractors shall ensure that all certificates provided are issued by an accredited service provider as required by the National Qualification Framework Act 67/2000.

The number of representatives for each contractor shall be as per Section 17 of the OHS Act 85/1993, but as a minimum, The Principal Contractor shall appoint at least one competent Health and Safety Representative on the project.

○ **Health and Safety Committees**

Principal Contractor shall organize at least monthly Health & Safety meetings. Minutes and records shall be kept. Principal Contractors Health & Safety representative and responsible person shall attend this meeting. Principal Contractor to ensure that all Contractor Representatives attend these meetings.

Note: These meetings shall be conducted regardless how many contractors are appointed.

○ **Health and Safety Training**

▪ **Induction**

Principal Contractor shall ensure that all (including site visitors etc.) undergo site- specific induction presented by a competent person and proof placed in the Safety File prior to start of work. Employees to carry proof of inductions.

▪ **Awareness**

The Principal Contractor shall ensure that, on site, toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety file. All Principal Contractors have to comply with this minimum requirement. Contractors to ensure that the discussion is recorded on file (Topics with notes).

The Principal Contractor must ensure that the relevant signage is clearly displayed on site, employees are kept informed and up to date with the latest news regarding COVID 19.

- ❖ Awareness Training in small groups
- ❖ Providing workers with up-to-date education and training on COVID-19 risk factors and protective behaviours (e.g., cough etiquette and care of PPE).

▪ **Health and Safety Site Rules**

The Principal Contractors must develop a Set of Site-Specific Health and Safety Rules that will be applied to regulate the Health and Safety aspects on Site. Security and Access control must be included in the rules and those non-employees or visitors will not be allowed on site unaccompanied.

▪ **Returning to work after being Infected with COVID 19**



The Principal Contractor must ensure that the following is implemented after an employee has been infected and is returning to work.

If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:

The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19.

- ❖ the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and
- ❖ the employer closely monitors the worker for symptoms on return to work.

▪ ***Procedure: Suspected Infection Case on project***

The Principal Contractor must ensure that if a worker has been diagnosed with COVID-19 that:

- ❖ the Department of Health and the Department of Employment and Labour is informed.
- ❖ investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place.
- ❖ give administrative support to any contact-tracing measures implemented by the Department of Health.

If there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.

- ❖ No person may refuse to be screened or tested if suspected that, that person has COVID19 like symptoms as per the Amended Disaster Management Act 2002.
- ❖ As per the Disaster Management Act 2002, no person that has been clinically or by a laboratory, confirmed as having COVID-19, or who is suspected of having contracted COVID-19, or who has been in contact with a person who is a carrier of COVID-19, may refuse self-quarantine or quarantine by a health establishment.
- ❖ Once identified through screening a person under investigation (PUI) needs to be moved to an isolated area on site that has been disinfected and access controlled.
- ❖ It is important to note that once an employee has been diagnosed with the symptoms of COVID19 and it has been clinically confirmed as positive by a Laboratory and this employee has been on site or at office.
- ❖ Note: the entire site/office must be evaluated for the COVID19 virus by a Health Establishment as a precaution.

▪ ***Competency***

In accordance with the Construction Regulation the Principal Contractors shall appoint, in writing, competent persons (in addition to the Construction Managers – CR 8 (1)(2) & Construction



Supervisor/s-8(7)(8) responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to manage and supervise at the same time the construction work on all the work situations for which he/she has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Principal Contractors from any of his responsibilities to comply with all requirements of the Construction Regulations.

Note: The Principal Contractor and their contractors shall ensure that all certificates provided are issued by an accredited service provider as required by the National Qualification Framework Act 67/2000 and the South African Qualifications Authority (SAQA).

○ **Environmental**

Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates.

❖ **GENERAL RECORD KEEPING**

The Principal Contractor and their contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (February 2014).

The Principal Contractor and their contractors shall ensure that all records of incidents / accidents, emergency procedures training, inspections, audits, etc. are kept in a Health and Safety file held in the site office.

The Principal Contractor must ensure that every contractor keeps and maintains its own Health and Safety file and must be readily available at all times. (The file must include the Contractor's health and safety plan). These records are crucial for inclusion in the Principal Contractors' consolidated health and safety file for handover to the Client on completion of construction work.

❖ **HEALTH AND SAFETY AUDITS, MONITORING AND REPORTING**

The Client's Health & Safety Agent shall conduct monthly Health and Safety audits/inspections with follow up audits of the work. Operations including a full audit of physical site activities as well as an audit of the administration Health and Safety. The Health and Safety Agent may conduct unannounced visits as and when needed.

The Principal Contractor and their contractors are obligated to conduct similar audits on their contractors.

Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings.



Copies of the reports shall be kept on file and must be readily available for inspection. The Principal Contractor must audit their contractors and keep records of these audits in their Health and Safety files and must be available on request.

Note: The Principal Contractor shall ensure that all contractors documentation is assessed and approved prior to start of work with proof placed on file.

1.1 Internal Audits/Inspections

The Principal Contractor's safety manager/responsible person must conduct weekly inspections/audits with a detailed report. A copy of these inspections/audits must be placed on file for perusal by the Health and Safety Agent.

Principal Contractor to provide a Corrective Action Plan within 3 days for all non-compliances noted in the Audits conducted by the Client's Health and Safety Agent. Note: An electronic copy must be sent to the Client Representative including the appointed Health and Safety Agent.

❖ EMERGENCY PROCEDURES

The Principal Contractor/s shall submit a detailed Emergency Procedure and Evacuation Plan with assembly point and contact details in the case of any emergency. The procedure shall detail the response plan including the following key elements:

- ❖ List of key competent personnel; Details of emergency services.
- ❖ Actions or steps to be taken in the event of the specific types of emergencies; Information on hazardous material/situations.
- ❖ Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc.

The Principal Contractors shall advise the Client, Agent, Engineer, and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident.

A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the OHSF. The Principal Contractor to ensure that the relevant staff is trained to perform such duties as required by the OHS Act. All emergency procedures must be monitored on a regular basis and must be in line with the building program.

The Emergency/Evacuation plan and routes must be revised on a regular basis for all employees and contractor (including staff) should any unforeseen event take place during the implementation phase/s of the project.

Evacuation Drills must be conducted as and when needed. Contractor to assess all activities to ensure this is implemented with proof placed on file.

❖ FIRST AID BOXES AND FIRST AID EQUIPMENT

The Principal Contractor and their contractors shall appoint in writing First Aider(s).

The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. All Contractors with more than 5 employees shall supply their own first aid box. Principal



Contractor with more than 10 employees shall have trained, certified first aider on site at all times & First aid Box adequately stocked always.

1.1 RESCUE

The procedure to rescue persons from contact with a live conductor cannot definitely be laid down for all cases. However, certain principles and methods are outlined which all persons working on electrical apparatus or assisting in such work should know.

❖ ACCIDENT / INCIDENT REPORTING AND INVESTIGATION

Injuries are to be categorized into first aid, medical, disabling, and fatal. The Principal Contractor and their contractors must stipulate in its construction phase Health and Safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All contractors must investigate and report on the 4 categories of injuries to the Principal Contractor at least monthly.

Contractors must investigate injuries and accidents involving their employees within seven days of the incident in the form on Annexure1 (General Administrative Regulations) and forward a copy on the investigation report to the Principal Contractor forthwith.

All incidents reportable in terms of the provision of Section 24 of the OHS Act 1993 must be reported to the local Dept. of Labour in the prescribed manner.

Should construction work be finished within 3 days after any occurrence, the investigation shall be conducted before such construction work is completed.

The Principal Contractor and their contractors must report all injuries to the Client in the form of a spreadsheet, which includes all contractor injuries/incidents including near misses, property damage and man-hours worked for the month as well as the cumulative total. This report must be done on a monthly basis and must form part of the Principal Contractor's progress report.

The Principal Contractor shall immediately notify the Client's Health & Safety Agent of any hazardous or potentially hazardous situations that may arise during the performance of construction activities immediately or within 24 hours by means of a flash report.

In case of any Section 24 Incident, the Principal Contractor shall ensure that the Health and Safety Agent verify and peruse the report and all relevant documentation before it is sent to the Department of Labour.

The Principal Contractor will ensure that a separate register containing the details of confirmed, or suspected COVID 19 cases are kept on file and made available for inspection by any approved government authority as required by the National Disaster Act 57 of 2002.

All cases of occupationally acquired COVID 19 to be reported to the department of labour in accordance with General Administrative Regulation 8 and Section 6 of the Notice (CF/03/2020) on Compensation for Occupationally-Acquired Novel Corona Virus Disease (COVID 19).

The Health and Safety Agent will be notified immediately together with the professional in the event of any infection.

Occupationally- acquired COVID -19 is a disease contracted by an employee as defined in the COID Act arising out of and in the course of his or her employment.



- ❖ If a staff member or visitor presents with symptoms related to the disease the following actions should be taken:

❖ **HAZARDS AND POTENTIAL SITUATIONS**

The Principal Contractor shall immediately notify the Client's Health & Safety Agent of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

❖ **PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING**

The Principal Contractor shall ensure that all workers are issued and wear but is not limited to i.e., hard hats, protective footwear, Hi-Viz vests and overalls. The Principal Contractor and their contractors shall make provision and keep adequate quantities of SANS approved PPE on site always.

Contractors to provide control measures should employees continuously fail to use the prescribed PPE.

Contractors to provide control measures should employees continuously fail to use the prescribed PPE.

For the reasons underlying the Department of Health's requirement, the Principal Contractor must –

- ❖ provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition, for the employee to wear while at work and while commuting to and from work: and
- ❖ require any other worker to wear masks in the workplace.
- ❖ Every employer must ensure that workers are informed, instructed, trained, and instructed as to the correct use of cloth masks.
- ❖ An employer must make appropriate arrangements for the washing, drying, and ironing of cloth masks in accordance with the Guidelines referred in clause 31.1 recommendations.
- ❖ Staff should be encouraged to cover their mouths and noses with tissues when they cough or sneeze irrespective if they are wearing a mask.
- ❖ Enforcement of the provision of tissues for workforce and visitors.
- ❖ Used tissues should be thrown in the trash. (note: that all trash bins must be clearly marked hazardous and treated as such)
- ❖ Provision of posters displaying guidelines for proper covering should be displayed in key strategic locations such as close to eating areas, bathrooms & site notice boards etc.

One of the Western Cape Department of Health's top priorities is to ensure that our front-line healthcare workers, who are caring for those with COVID-19, have the required N95 respirators and/or medical masks so that they are protected when undertaking their duties and helping us save lives.

There is a global shortage of these masks. All contractors are requested to not obtain or use these, so that we can ensure enough supply to the frontline healthcare workers in our hospitals and clinics.



Cloth masks as a minimum will be mandatory PPE on site. No person will be allowed to enter the site unless they are wearing a cloth or similar mask which covers the nose and mouth outlined by Section 5 (1)a of the amended Disaster Management Act 57 of 2002 (April 2020)

PPE spotters to be appointed to monitor the usage of PPE throughout the site.

❖ **OCCUPATIONAL HEALTH AND SAFETY SIGNAGE**

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: “no unauthorized entry”, “report to site office”, “site office”, and “hard hat area”. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g., Access routes, entrances to structures and buildings, scaffolding and other potential risk areas / operations. All Contractors to adhere.

❖ **CONTRACTORS**

The Principal Contractor shall ensure that all Contractors appointed by them comply with this Specification, the OHS Act 85/1993, and Construction Regulation (February 2014).

The Principal Contractor may only appoint a contractor after approving the contractor's health & safety plan with proof placed on file. The Principal Contractor must audit each of its Contractors at least monthly, with audit reports filed in the health & safety file on site.

The audit must include an administrative assessment as well as a physical inspection of the contractor's health & safety system.

The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all Contractors to enable each of those Contractors to comply with the provisions of these regulations.

The Principal Contractor must ensure that their contractors are registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site.

The Principal Contractor must ensure that potential Contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; The Principal Contractor shall discuss and negotiate with their Contractor the contents of the health and safety Plan and shall finally approve that plan for implementation.

❖ **NO-GO AREAS**

Principal Contractor and their contractors to avoid all no-go areas and ensure that all relevant parties/employees and visitors are adequately informed. These areas will be identified by the Client.



❖ **PHYSICAL REQUIREMENTS**

1.1 **Existing Structures**

Any adjacent structures that may be affected by work must be considered in the planning process. Precautionary measures must be detailed and applied to prevent damage, uncontrolled collapse of existing structures and/or loss to property and persons during the entire construction phase.

○ **Confined Space Entry (If Applicable)**

The Principal Contractor to prepare a confined space procedure in line with General Safety Regulation (5) OHS Act including Task Specific Risk Assessments, Method Statements and Emergency Procedures.

○ **Deliveries**

The contractor will need to engage the Project Manager to agree delivery times during the day for various activities, preferably at least 24 hours notice.

Delivery of materials and the safe movement of construction vehicles will be always controlled by the Contractor to alleviate any congestion or interference with the northern delivery yard operations and public delivery roads for access/egress.

Principal Contractor shall ensure vehicle management procedures are in place by way of flagmen control during contractor deliveries.

- No contractor vehicles are to be left unattended during deliveries.
- Existing parking bays, other than what has been agreed for the use by the Contractor, are not for the contractor or construction vehicles.

○ **Hazardous Chemical Substances (HCS)**

The Principal Contractor working with Hazardous chemical substances to obtain copies of all the (MSDS) Material Safety Data Sheets and this to be kept on site in the Health and Safety File. Risk Assessments to be compiled. First Aider to have copies of MSDS.

All hazardous waste shall be disposed of at an authorised landfill site and proof of disposal shall be provided upon request. Employees shall be provided with suitable PPE including Respirators as and when needed. Adequate control measures shall be taken to avoid possible exposure to employees and members of the Public.

○ **Sanitizers, disinfectants, and other measures**

The Principal Contractor and their contractors must ensure that hand wash/sanitizers is compulsory on site and that workers use hand wash facilities prior, during and after each activity irrespective of how long or short the activity is.



Hand sanitizer must be one that has at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.

Every employer must, free of charge, ensure that –

- ❖ there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use.
- ❖ every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.
- ❖ Staff should be encouraged to wash their hands often with soap and water for at least 20 seconds.
- ❖ The Principal Contractor must ensure that employees and visitors hands are sanitized before, during and after work.
- ❖ The Principal Contractor and Contractors must ensure provision of soap and water and where they are not readily available, the use of hand sanitizer that contains at least 70% alcohol should be enforced.
- ❖ Staff should avoid touching their eyes, nose, and mouth with unwashed hands.
- ❖ Provision of posters displaying guidelines for proper hand washing must be displayed in key strategic locations such as close to eating areas, bathrooms & site notice boards etc.

○ **Stacking of Materials**

The Principal Contractor shall ensure that there are sufficient appointed stacking supervisors, and all materials and equipment are stacked and stored safely. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

○ **Removal of Rubble & Debris**

The Principal Contractor must ensure the safe removal of debris and rubble from all levels where demolition occur. A safe work procedure or method statement detailing the removal process and steps to be taken to contain the debris and rubble must be drafted and placed on File.

○ **Permits**

All relevant permits must be obtained from Local Authority (where needed) before any demolition and construction work commences. (Site hoarding permit, demolition permit, way leaves etc.)

○ **Plant and Machinery**

▪ **Pressure Equipment Regulations**

The Principal Contractor and their contractors shall comply with the Pressure Equipment Regulations and SANS 10087, including:



- Providing competency and awareness training to the operators,
- Providing PPE or clothing,
- Inspect Equipment regularly and keep record of inspections,
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand.
- Correct storage of cylinders

▪ ***Fire Extinguishers and Firefighting Equipment***

The Principal Contractor shall provide adequate, regularly serviced fire-fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. All fire extinguishers to be handled and inspected by competent persons in compliance with CR 29.

The Principal Contractor to provide an initial Fire Risk Assessment. Note: The Principal Contractor shall ensure that sufficient and suitable storage is provided for all flammable liquids, solids, and gases.

The Principal Contractor shall ensure that sufficient number of workers is trained in the use of Fire Equipment.

▪ ***Hired Plant and Machinery***

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Health and Safety file. All relevant Contractors must ensure the same.

▪ ***General Machinery***

The Principal Contractor shall ensure compliance with the amended Driven Machinery Regulations (2015), which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who operate machinery.

○ ***Portable Electrical Tools***

The Principal Contractor and their contractors shall ensure that the use of all portable electrical tools follows relevant legislation.

The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g., Personal protection equipment, guards, etc.

A competent person to undertake routine/daily inspections and records are kept. Only authorized trained persons to use the tools, the safe work procedures to apply. Awareness training to be carried out and compliance enforced at all times, and PPE and clothing are provided and maintained.

Note: All power tools shall be inspected by the Authorised Operator on a daily basis with proof placed on file.



○ **Civils Work**

Principal Contractor to ensure that they comply with Construction regulation 23 and that the following is undertaken during civil work:

- A competent site supervisor to be on site always.
- Plant and equipment inspected daily, and registers kept.
- All operators of plant and vehicles trained, competent and physically and psychologically fit. Certificates to be put in Health & Safety File.
- Workers that are working close to the traffic to be visible and wear reflective vests.
- Adequate safety signage to be posted ahead of any work area in the road. (If Applicable)
- All signage, including delineators to be maintained and kept clean at all times.
- The required PPE must be worn always (Hard hats, safety shoes, overalls, etc.)
- Risk assessments to be conducted on all activities.
- A competent site supervisor to be on site always.
- Road Cleaning to be maintained daily.

❖ **PUBLIC AND SITE VISITOR'S HEALTH AND SAFETY**

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations.

Appropriate Nets, Canopies, Hoarding, Fencing, Gantry's, and Crash Decks etc. must be provided to protect members of the public and their vehicles passing / entering the site, in accordance with Construction Regulation 27. Sufficient Safety, direction Signage and Flagmen to be placed to direct traffic near the site.

Principal Contractor to ensure that no unauthorized persons enter the construction area by implementing access control measures / registers.

1.1 Measures in respect of workplaces to which Public have access.

The Principal Contractor must ensure that where reasonably practicable given the nature of the workplace, every employer must-

- ❖ arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or
- ❖ put in place physical barriers or provide workers with face shields or visors.
- ❖ if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health.
- ❖ if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace.



- ❖ require members of the public, including suppliers, to wear masks when inside their premises.

❖ **NIGHT WORK**

Adequate lighting/illumination to be provided where required with backup generators. Security to be provided as and when needed. All emergency procedures to be in place. Adequate PPE to be provided for all employees e.g., Hi-Viz Vests.

❖ **WORKING HOURS**

By mutual agreement with PMs (Project Managers) and not to be included in the tender programme.

❖ **OCCUPATIONAL HEALTH**

1.1 Social Distancing

The Principal Contractor must arrange the workplace to ensure minimal contact between workers and as far as reasonably practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature thereof, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms of rotation, staggered working hours, shift systems or remote working arrangements.

- ❖ Supervisors should consider in their daily planning to avoid close contact with people where possible.
- ❖ It is important that employee representatives are elected and appointed to ensure workers can raise anonymous issues to them instead of discussing site issues in large groups for management to address.
- ❖ It is recommended that traditional contractual site/progress meetings be conducted through online media platforms such as Webex/skype conference calling etc. instead of grouping on site where possible, provision of sufficient internet services should be available on sites to accommodate this.

○ **Occupational Hygiene**

Exposure of workers to occupational health hazards and risks is common in any work environment, especially in construction. Occupational exposure is a major problem and Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

The Risk to be looked at includes: Ventilation.

Adequate ventilation / extraction / exhausting in hazardous areas e.g., chemicals/ adhesives / welding / petrol or diesel/ motors running and in confined spaces /basements.

The Principal Contractor must –

- ❖ keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load.



- ❖ where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feed-back in through open windows.
- ❖ ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.

○ **Disinfecting of Surfaces**

The Principal Contractor must ensure that all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends.

Tables, chairs, benches, car seats and dashboards, toilets, common areas, door handles, shared electronic equipment should also be regularly cleaned and disinfected.

- ❖ Wear disposable gloves when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer's instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.
- ❖ For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.
- ❖ Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer's instructions for application and proper ventilation. Check to ensure the product is not past its expiration date.
- ❖ It is recommended to prepare and maintain a cleaning schedule for all facilities.
- ❖ Project staff members can practice routine cleaning of frequently touched surfaces (for example tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks) with household cleaners and EPA-registered disinfectants that are appropriate for the surface, following label instructions.
- ❖ Labels contain instructions for safe and effective use of the cleaning product including precautions you should take when applying the product, such as wearing gloves and making sure good ventilation is available during the use of the product.
- ❖ For vehicles: cleaning can be done on door handles & seats by using wipes & sanitizer, it is not recommended to use bleach on seats.
- ❖ Currently there is no specification in regard to the control of air-condition/windows.

Note: Cleaning of surfaces and appliances to be done frequently daily.

○ **Noise**

Tasks identified where noise exceeds 85 dBA. All reasonable steps to be taken to reduce noise levels at the source. Hearing protection to be used where noise levels cannot be reduced below 85dBA.



▪ **Noise Induced Hearing Loss**

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment
- Monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
- Engineering methods considered.
- Admin control (number of employees exposed) considered.
- Personal protective equipment considered/decided on.
- Describe how records are going to be kept for 40 years.

○ **Dust**

Principal Contractor to ensure that employees working with grinders, drills, etc. are issued with dust masks and dust exposure to be minimized at all times. Suitable measures to be implemented by the Principal Contractor to ensure that members of the public are not detrimentally affected by such activities. Working Area to be fully clad with a Hundred Percent Shade Cloth or anything similar.

○ **Welfare Facilities**

The Principal Contractor to provide at least one sanitary facility for every 30 employees on site, including changing facilities & hand washing facilities. Safe and adequate eating areas must be provided. Waste bins must be strategically placed and emptied regularly. Safe and clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

○ **Waste Management**

Principal Contractor must implement their waste management in line with Environmental Terms and Conditions.

The Department of Health published a guideline on the management of COVID-19 (coronavirus) or Health Care Waste. The document defines two types of waste which are applicable to the pandemic.

Infectious Waste

Means waste which is suspected to contain pathogens; and which normally causes or significantly contributes to the cause of increased morbidity or mortality of human beings.

Isolation Waste

Means waste containing discarded materials contaminated with excretion, exudates, or secretions from humans or animals who or which are required to be isolated (by the infection control staff, the attending physician or surgeon, the attending veterinarian, or the local health practitioner) in order to protect others from highly communicable or zoonotic diseases.



In compliance with the guideline published by the Department of Health; Employers must ensure the following:

- ❖ All waste management plans, classifications and procedures to include COVID 19 waste/Isolation Waste/Health Care Waste.
- ❖ A designated area to be made available for the storage of COVID- 19 waste.
- ❖ Should an Employee display known symptoms of COVID- 19, the medical waste of that person may be kept in the isolation room established on site.
- ❖ All corona virus waste shall be treated as isolation waste and must be double bagged in preferably red plastic inside of 50 L or 142 L single use boxes and must be labelled “SUSPECTED COVID- 19” whilst the employees’ status is not confirmed. The double bagged waste can remain in the isolation room for collection.
- ❖ Should the suspected patient tested as negative; the waste must be handled as health care waste.
- ❖ All employees working with isolation waste shall be provided with PPE as outlined in the highest risk category above (gloves, face shield, mask etc.)
- ❖ Arrange with our municipal environmental health Practitioners for the collection of the waste at your facility.
- ❖ A separate waste register must be implemented to record all COVID-19 waste removed from the facility.
- ❖ All COVID 19 waste must be disposed at a registered Health Care Risk Waste Facility (searchable on google maps).

○ **Alcohol and Other Drugs**

The Principal Contractor and their contractors to ensure that no alcohol and other drugs are allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records. No Smoking is allowed on site.



❖ **ANNEXURE A- ACKNOWLEDGEMENT OF H & S SPECS**

Annexure A: Acknowledgement of Health and Safety Specification

Acknowledgement of Receipt of the Health and Safety Specifications:

I, _____ representing.

_____ Contractor

Have satisfied myself with the content of the construction Health and Safety Specification and shall ensure that the Contractor and its personnel comply with all obligations / requirements in respect thereof.

Signature of Principal Contractor

DATE

Signature of Client Agent

DATE

COMMENTS:



❖ **ANNEXURE B APPOINTMENT OF PRINCIPAL CONTRACTOR**

Appointment of Principal Contractor

IN TERMS, OF

OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 & CONSTRUCTION
 REGULATIONS 2014

CONSTRUCTION REGULATION 5(1)(k)

I, Client Responsible Person,
 for do hereby appoint:
 as the Principal Contractor
 of Project.

Responsibilities:

- *Prepare a Health and Safety Plan to comply with the requirements of the Construction Regulation 5(1)(b), and in compliance with the Health and Safety Specification for the Project.*
- *Ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.*
- *Provide all contractors with the required safety specification for their area of responsibility.*
- *Appoint each contractor in writing in accordance with Construction Regulations.*
- *Ensure implementation of the contractor's health and safety plan.*
- *Stop contractors from working if not in accordance with the client specification.*
- *Provide health and safety information to contractors should their design change.*
- *Ensure all contractors are registered and in good standing with the compensation commissioner.*
- *Ensure contractors submitting tenders have made provision for health and safety during construction.*
- *Ensure risk assessments are conducted & the identified controls are communicated to all employees and visitors.*
- *Ensure Compliance to Occupational Health and Safety Act 85/1993, Construction Regulations 2014, Community Fire Safety Bylaw and Relevant Sans Codes.*

Signature:

Date:

Client / Principal Agent

Acceptance

I, hereby accept and acknowledge that I understand the requirements of this appointment.

Signature:

Date:



❖ Baseline Risk Assessment

Baseline Risk Assessment for Health and Safety Specification: Mooiwater Franschhoek Project				
Activity	Risk Rating	Hazard	Control Measure	Responsible Person
Off-loading of Material/deliveries and	H	<ul style="list-style-type: none"> Possible load falling Public Safety-potential injuries to workers and members of the public 	<ul style="list-style-type: none"> All work areas to be adequately demarcated-All Activities to done under supervision. Ensure a spotter is available if and when needed. Once site has been secured it must be maintained to avoid unauthorised. Site security to be available. Relevant construction signage to be displayed. Contractors to be aware of live services e.g., electrical cables. 	CR 8.1
	M	<ul style="list-style-type: none"> Possible Collision/contact with property or stationary vehicles, workers, and members of the public 	<ul style="list-style-type: none"> Driver to be in possession of a valid driver's licence. All notices and signs to be obeyed. Driver to adhere to the speed limits. Employer and Driver to ensure that he is not intoxicated and must be of sober habits. 	CR 8.1
Carrying of material	M	<ul style="list-style-type: none"> Possible Contact with fellow employees and result into possible injuries. 	<ul style="list-style-type: none"> Employees to take caution when walking on site. Employees to keep material as close to themselves or structure as possible to avoid possible contact with persons. Ensure your vision is not obstructed. Watch your blind spots and get assistance when carrying heavy and large objects 	CR 8.1
	L	<ul style="list-style-type: none"> Possible Falling material and possible foot and body injuries 	<ul style="list-style-type: none"> Operatives to ensure that all material are adequately secured. Appropriate PPE to be worn at all times. Do not carry material in precarious (dangerous) positions so as to obstruct your vision etc. 	CR 8.1



	L	<ul style="list-style-type: none"> Possible Ergonomics /Possible back injuries 	<ul style="list-style-type: none"> Employees to ensure that they use correct bending techniques. Please get assistance when lifting heavy objects. 	CR 8.1
Off-loading of containers by means of Cranes	H	<ul style="list-style-type: none"> Possible Uncontrolled release of Container and material 	<ul style="list-style-type: none"> All work areas to be adequately demarcated with relevant signage displayed. Competent flagman and riggers to be present. Only competent person to execute lifting operations. All operators to have relevant documentation as per CR 23 and DMR 18. Task Specific Risk Assessments and Method Statement must be readily available and communicated to all relevant persons with proof placed on file. Load test certificates for all lifting equipment and lifting Machinery. All Contractors to be informed of live services e.g., electrical cables. Only certified and load tested Lifting Equipment and Machinery shall be used. Lifting equipment shall be of good standard with correct latches etc. 	CR 8.1
		<ul style="list-style-type: none"> Possible Collision with property or stationary vehicles, workers, and members of the public 	<ul style="list-style-type: none"> All work areas to be adequately demarcated with relevant signage displayed. Competent flagman and riggers to be present. Only competent person to execute lifting operations. All deliveries shall take place in the designated areas 	CR 8.1
		<ul style="list-style-type: none"> Possible Fall of persons while placing or removing chains from 	<ul style="list-style-type: none"> Safe Access to be provided. 	CR 8.1



		containers		
Excavations with Plant and Manually	M	<ul style="list-style-type: none"> Possible Electrocution due to unknown electrical cables 	<ul style="list-style-type: none"> Only Competent Persons to conduct Activities. Task Specific Risk Assessments to be provided. All operators to comply with CR 13 and CR 23. Way leaves or drawings to be obtained from the Client. Where way-leaves are not available adequate control measures must be implemented e.g., using a Cable Detector to determine the presence of possible services especially electrical cables. All work to be conducted under supervision 	CR 8.1
		<ul style="list-style-type: none"> Damage to existing services 	<ul style="list-style-type: none"> Way leaves or drawings to be obtained from the Client. Where way-leaves are not available adequate control measures must be implemented e.g., using a Cable Detector to determine the presence of possible services especially electrical cables. Only competent persons to excavate. Compliance with CR 13. All work to be conducted under supervision 	CR 8.1
		<ul style="list-style-type: none"> Possible Excavation collapse 	<ul style="list-style-type: none"> Competent person appointed in writing to supervise excavations. Daily inspections to be conducted. Adequate bracing and shoring required as and when needed. Plant to stay at least 1m clear of Embankment 	CR 8.1
			<ul style="list-style-type: none"> Excavation inspected regularly (as per legal requirements) to ensure stability (register completed). 	CR 8.1
			<ul style="list-style-type: none"> Access provided at least every 6 meters. 	CR 8.1
			<ul style="list-style-type: none"> Shoring and bracing whenever necessary in opinion of competent person. 	CR 8.1



			<ul style="list-style-type: none"> • Backfilling done as soon as practicable. 	CR 8.1
			<ul style="list-style-type: none"> • Appropriate personal protective equipment issued. 	CR 8.1
			<ul style="list-style-type: none"> • Undertaking to wear signed and wearing enforced. 	CR 8.1
			<ul style="list-style-type: none"> • Relevant Signage to be provided and displayed 	CR 8.1
		<ul style="list-style-type: none"> • Possible falling of Persons into excavation 	<ul style="list-style-type: none"> • Task Specific FPP by competent person. 	CR 8.1
			<ul style="list-style-type: none"> • Physical barrier of at least 1-meter-high must be provided with relevant signage displayed 	CR 8.1
			<ul style="list-style-type: none"> • Backfilling to be done as soon as practicable. 	CR 8.1
Operating of Mobile plant	M	<ul style="list-style-type: none"> • Colliding with employees, public, possibly fatal. Damage to property 	<ul style="list-style-type: none"> • Only Competent Persons to conduct Activities. Task Specific Risk Assessments to be provided. All operators to comply with CR 13 and CR 23. • Competent person who is medically fit must operate. • mobile plant. This is also required from hiring companies. • Always be aware of other plant in your area and if the plant comes too close or in your working area rather stop operating and be safe. Never reverse without checking behind you to ensure that it is safe to do so. Operator must be on the lookout for fellow employees and members of the Public coming onto site unnoticed. All plant shall a fully functional reverse buzzer. 	CR 8.1
		<ul style="list-style-type: none"> • Vibration of plant can lead to falling objects from bucket 	<ul style="list-style-type: none"> • Do not operate loader if there is anyone in the working area. Do not overload loading bucket and ensure that material is adequately secured 	CR 8.1
		<ul style="list-style-type: none"> • Possible Risks when plant is stationary - People driving 	<ul style="list-style-type: none"> • Mobile plant must have appropriate lighting or reflectors in order to identify the location of the plant. Park in designated areas with boom lowered or 	CR 8.1



		into plant.	raised	
		<ul style="list-style-type: none"> • Damage to structure or plant. Loss of Machine 	<ul style="list-style-type: none"> • Machine must be locked, and keys taken with operator or given to supervisor to prevent unauthorized person operating machine. 	CR 8.1
Working with Hazardous Substances	L	<ul style="list-style-type: none"> • Possible Respiratory problems. 	<ul style="list-style-type: none"> • Respirators to be used when spending even short periods of time. Adequate ventilation required. Ensure that all containers are clearly identified when decanting 	CR 8.1
		<ul style="list-style-type: none"> • Dermatitis, Skin burns, Skin sensitization 	<ul style="list-style-type: none"> • Avoid contact with the skin as far as reasonably practicable. Use barrier cream if possible. 	CR 8.1
		<ul style="list-style-type: none"> • Possible Eye injuries 	<ul style="list-style-type: none"> • Remove clothing that has been contaminated by wet hazardous substances. 	CR 8.1
			<ul style="list-style-type: none"> • Wear suitable PPE as listed below. Wash hands thoroughly after contact and use a barrier cream. 	CR 8.1
			<ul style="list-style-type: none"> • Follow Safety instructions (MSDS) as indicated by the MSDS. 	CR 8.1
Storage of Hazardous Substances	H	<ul style="list-style-type: none"> • Possible Explosion/fires Possible 	<ul style="list-style-type: none"> • Comply with CR 25 & CR 29. Store all Hazardous Substances in the correct categories. Store all flammable material separately. Ensure relevant signage is clearly displayed. Adequate fire extinguishers to be readily available. Fire Risk Assessment to be conducted by a competent person. Hazardous bins to be provided 	CR 8.1
		<ul style="list-style-type: none"> • Possible Falling Objects / Equipment. Falling/slipping 	<ul style="list-style-type: none"> • As far as reasonably practicable, all equipment to be tied to rope. • No Items to be thrown from elevated positions but must be safely lowered. • No persons to work underneath overhead work area or ground. • No work on open structures at heights during inclement weather. • No work on scaffolding during wet conditions/inclement weather. 	CR 8.1
Working with Hand Tools	M	<ul style="list-style-type: none"> • Possible Eye 	<ul style="list-style-type: none"> • Visual checks must be completed by 	CR 8.1



		injury	<p>operatives on tools prior to their use.</p> <ul style="list-style-type: none"> • Eye protection is to be provided and used whenever work is done using cold chisels or other tools where there is risk of flying particles or other pieces of the tool breaking off. 	
		<ul style="list-style-type: none"> • Possible Injury to hands, feet, and body 	<ul style="list-style-type: none"> • Tools are required to be suitable for the purpose for which they to be used. • Open bladed knives, screwdrivers, and other sharp tools are to be carried and used so as not to cause injury to the user or others. 	CR 8.1
		<ul style="list-style-type: none"> • Possible Tripping over tools 	<ul style="list-style-type: none"> • Tools should not be left lying around, they constitute a severe tripping hazard, and they are liable to get damaged. 	CR 8.1
		<ul style="list-style-type: none"> • Respiratory complication due to Lack of Ventilation • Hazardous Material being used e.g., Sealants etc. 	<ul style="list-style-type: none"> • Safe Access Required at all times. Adequate Ventilation and supervision required at all times. • All hazardous substances to be assessed and ensure that MSDS are provided, all employees to be informed and First Aider has copies. 	CR 8.1



❖ COVID 19 Risk Assessment

Activity	Control Measure	Responsible Person
1. Access Control	<ul style="list-style-type: none"> Security personnel to be trained on the COVID 19 access control procedures. Have sufficient hand sanitizers/soap and water for use to employees and visitors prior to entering the site. Visitors/Employees to sign in and out. No biometric systems to be used. Limit all access points (ne access and egress point). 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
2. Screening	<ul style="list-style-type: none"> Screening team shall be issued with the relevant personal protective equipment (Full face shield/screen, N 95 Mask/ 3-layer surgical mask, latex gloves etc. Screening Team to keep safe distance when screening employees and visitors. Screening team to ensure where high temperature (above 38°C) is registered, possible Infected person will report his/her symptoms to his/her construction manager who will contact the NICD hotline on 080002999. A suspected infected person must be moved to the isolation room immediately with minimal interaction/contact with other persons on site. Should the suspected infected person be able, they will drive themselves to a hospital/doctor. Should this person be unable to transport themselves, a household member must be contacted to transport the employee. a A suspected infected person will only be allowed to return to site after being examined by Doctor and being given certificate that clears him/her from COVID 19. 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
3. Visitors & Employees entering site (including	<ul style="list-style-type: none"> All visitors to be escorted to site office, be inducted, and receive COVID 19 awareness training with proof of attendance. 	CR 8.1 & COVID 19 Compliance Officer/



Activity	Control Measure	Responsible Person
deleveries)	<ul style="list-style-type: none"> Comply with all relevant Legislation. COVID 19 team to familiarise themselves with the latest legislation and guidelines that has been issued by the relevant authorities and ensure that all persons are adequately informed. All employees/persons to be screened as required by Department of Health a Guidelines. Security to control attendance register/book alone to avoid double handling and possible spread of virus. All employees & visitors who previously been screened and tested positive shall provide a Medical Certificate indicating that he/she has been declared fit for work and Coronavirus Free. Non-contact Temperature testing to be conducted by responsible trained persons to all employees/visitors prior to entering the site with records kept. Employees/Persons who indicates any signs of COVID 19 based on completion of the checklist and shall be escorted to the isolation room and be provided with a mask (should they not have any). Report all incidents and suspected COVID 19 cases/employees to site management and the respective COVID 19 /team / Compliance Officer/Coordinators All persons delivering material must have PPE- Face Masks compulsory 	Coordinators
4. Off-loading of Material/ Deliveries	<ul style="list-style-type: none"> Limit all access points. Relevant signage to be provided and displayed. All persons delivering material must have PPE- Cloth Masks are compulsory. Drivers to remain in vehicles where possible, should they be required to offload manually the site employees must maintain a distance of at least 2 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators



Activity	Control Measure	Responsible Person
	meters.	
5. Washing/Sanitizing of Hands and disinfectant of surfaces.	<ul style="list-style-type: none"> • Workers to be trained and instructed on how to wash their hands. • Sufficient hand Wash Bays and Soap to be at site entrance. • Workers to ensure that hands are washed prior and after every activity. • No sharing of stationary or utensils. • Using at least 70% alcohol-based hand sanitizer. • Use disposable towels. • Display handwashing signs in all areas. • All work areas, eating facilities and ablution facilities to be cleaned/disinfected prior, during and after work. • Sufficient waste bins with lids and must be emptied regularly 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
6. Working on Site/ Site Inspections	<ul style="list-style-type: none"> • Comply with all relevant legislation and restrictions. • Appoint a COVID Compliance officer persons to coordinate COVID 19 activities with daily feedback to management. • Employees who are elderly and or have existing respiratory ailments or are currently sick must remain at home until further notice from the President. • All persons with general flue like symptoms to be encouraged to stay at home or seek medical attention. • PPE to be worn at all times- Cloth Masks are compulsory. • No sharing of PPE • Spotters to be on site monitoring use of PPE and or unusual behaviour of employees. • Alternate/stagger Working Hours. 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators



Activity	Control Measure	Responsible Person
	<ul style="list-style-type: none"> • Designated isolation room/areas to be provided for all possible COVID 19 cases and must be decontaminated as needed. • Provide and display Emergency & Counselling Contact Numbers • Provide designated bins for all used PPE and dispose safely. • Alternate Lunch and Tea Breaks to be considered to avoid any gathering of persons on site. 	
7. Operating of Mobile/Small Plant and Tools	<ul style="list-style-type: none"> • One operator to be assigned per mobile plant. • Daily Inspections to be conducted prior to use of plant and tools. • Cabin to be disinfected prior, during and after to use. • Good hygiene to be implemented. 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
8. Conducting & Attending Safety Awareness Sessions & Inductions including progress/site meetings.	<ul style="list-style-type: none"> • Ensure that sufficient Sanitisers are available at all entrances/work areas and office. • Use loudspeaker/loudhailer to be used if possible. Avoid sharing the same loud hailers. • Avoid physical contact, no shaking of hands. • Make use of technology/media. • If not possible then adequate and sufficient space is required with smaller groups. • Alternate awareness session schedules and inductions • Employees to be informed regarding Section 14 of the OHS Act 85/1993 and all relevant legislation. • Avoid any meetings held on site in a confined space. • Use of media networks to conduct remote meetings, Zoom, Skype, Microsoft Teams for meetings where necessary. 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators



Activity	Control Measure	Responsible Person
9. Using Ablution Facilities (Toilets) and cleaning thereof	<ul style="list-style-type: none"> • Provide additional facilities (toilets) • Use flushable toilets as far as reasonably practicable. • Ensure that sufficient Sanitisers/ Soap & Water are available. • Wash Hands (before and after use) when using facilities. • Use your own hand towel/ paper towel to dry your hands. • Clean Ablution facilities at least twice per day or as agreed/risk assessment. • Decontaminate Portable Toilets daily or at appropriate intervals. • Additional Signage to be displayed. • Register required for cleaning relevant areas. • Outsource cleaning of portable toilets if possible, where this is not possible the following must apply but is not limited to, 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
10. Transportation of Employees	<ul style="list-style-type: none"> • Daily vehicle inspections and disinfecting to be conducted. • Limit number of employees as per the relevant legislation • Driver to monitor this process. • All employees/persons must complete a Self-Assessment/checklist prior to them entering the vehicle/plant. • Employees/Persons who indicates any signs of COVID 19 based on completion of checklist or screening and shall be escorted to the isolation room and be provided with a mask (should they not have any). Such a person must be requested to contact their Doctor or The COVID 19 helpline and leave site. 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators

Activity	Control Measure	Responsible Person
	<ul style="list-style-type: none"> • Adequate Ventilation required 	
11. Treating of Injuries on Site	<ul style="list-style-type: none"> • Competent First Aider to attend to all reported cases and follow all COVID 19 protocols and emergency procedures. • First Aider to be provided with the relevant PPE (disposable overall) • Assess the injured person with caution and discretion. • Temperature of injured person to be taken immediately or prior to assessment if possible. • Additional PPE Required but is not limited to, E.g., approved Medical Masks, N-95 or N-99 Masks or similar, suitable gloves, and Face & eye protection. • Decontaminate area and equipment if area has been contaminated. • A register to be provided of All persons who has been screened and tested positive. • Note, this must be done in a dignified and confidential manner. All COVID 19 statistics to be provided to the department of Health. • Emergency procedures and tracking register to be provided for infected persons. 	CR 8.1 & COVID 19 Compliance Officer/ Coordinators
12. Waste Management	<ul style="list-style-type: none"> • All corona virus waste shall be treated as isolation waste and must be double bagged in preferably red plastic inside of 50 L or 142 L single use boxes and must be labelled "SUSPECTED COVID- 19" whilst the employees' status is not confirmed. • Place the bags in the designated Health Care Waste Staging area. • A Separate Waste Register to be provided. 	

Note:

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual



tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

All Activities are to be re-assessed by the Principal Contractor and their contractors prior to start of work and must be communicated with all relevant employees with proof placed on file.

NB:

Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it remains the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification and the OH'S Act 85/1993.

H 10 MEASUREMENT AND PAYMENT

The Tenderer must allow for all costs and expenses in connection with the Occupational Health and Safety Act No 85 of 1993 and Specification provided.

H 10.1 Health and Safety Requirements Unit : Month

The rate shall cover the costs for the provision and maintenance of health and safety regulations required for the duration of the Contract in terms of the Construction Regulations (2014) and the project specifications. No other payments will be made in respect of the above mentioned and the Tenderer shall ensure that sufficient provision is made to cover these costs.

The item will be measured in terms of a time related item.



18. PRE-QUALIFICATION SCORE SHEET

Tenderers must attach to this page sufficient information in order to qualify for the points in respect of quality, the following information is required:

- (a) Company profile highlighting all relevant experience in geotechnical rehabilitation and road construction works
- (b) Include in schedule below a minimum of three (3) projects where geotechnical rehabilitation and road construction works over 2 million was completed in the last 5 years,
- (c) Staffing: The contractor must provide an organizational chart, listing the number and composition of the teams depicting number of workers in each team.
- (d) The roles and responsibilities, of each key staff member should be set out as job descriptions
- (e) The contractor should also list available plant and machinery. Where a tenderer does not own plant or machinery confirmation of availability must be provided for plant/machinery that will be hired.
- (f) In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tender shall indicate on the schedule below all relevant projects that have been completed in their local office with completion dates in the past five years, or that are underway at present specifically. A brief description (less than 200 words) for each project listed in the table below must be appended to this schedule. Contact details for references must be provided.

CIDB GRADING: CONTRACTORS EXPERIENCE:

TITLE	CONTRACT VALUE (VAT INCLUDED)	DURATION (FROM-TO)	DISCRIPTION OF WORKS	CLIENT	CONTACT REFERENCE AND PHONE NO



This criteria relates to the education, training and experience of the key staff members / experts, in the civil engineering infrastructure fields, including both construction and maintenance. Attach CVs of key project members with a minimum of three (3) years' experience in geotechnical rehabilitation and road construction projects.

PROJECT MANAGERS , SITE AGENTS AND FOREMEN				
NAME	JOB TITLE	QUALIFICATIONS	TRAINING	NO OF YEARS RELEVANT EXPERIENCE

Attach additional pages if more space is required

SUPERVISORS, ARTISANS OTHER SKILLED STAFF				
NAME	JOB TITLE	QUALIFICATIONS	TRAINING	NO OF YEARS RELEVANT EXPERIENCE

Attach additional pages if more space is required

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



19. SCHEDULE OF PLANT AND EQUIPMENT

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

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



20. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this 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 above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



22. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)		
CRS Number:		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. FORM OF OFFER AND ACCEPTANCE

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **B/SM 124/21: Site rehabilitation on erf 3229 Mooiwater, Franschhoek.**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** 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 VAT IS:	
In figures:	R
In words:	

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	(Insert name and address of organisation)	Date
Signature of witness:		



2. ACCEPTANCE

- 2.1. 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.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. 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.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Stellenbosch Municipality, Plein Street, Stellenbosch	
Name of witness:		Date:
Signature of witness:		



3 SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject	
Details	
	
	
	
2 Subject	
Details	
	
	
	
3 Subject	
Details	
	
	
	
4 Subject	
Details	
	
	
	

By the duly authorised representatives signing this Schedule of Deviations, 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.



25. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
3. Document **MUST** be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate including VAT) must reflect the same amount.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'							
	YES				NO			
Are you/is the firm a registered VAT Vendor								
If "YES", please provide VAT number								

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.



PRICING SCHEDULE:

SECTION 1 : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	Rate	Amount
	SABS 1200 A	<u>SECTION 1 : GENERAL</u>				
	8.3	PRELIMINARY AND GENERAL				
	8.3	FIXED-CHARGE ITEMS				
1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Establish Facilities on site:				
	8.3.2.1	a) Facilities for Engineer				
1.2		Nameboards	No	1		
	8.3.2.2	a) Facilities for Contractor				
1.3		Offices and storage sheds	Sum	1		
1.4		Ablution and latrine facilities	Sum	1		
1.5		Tools and equipment	Sum	1		
1.6		Water supplies, electric power, and communications	Sum	1		
1.7	8.3.4	Remove Contractor's site establishment on completion	Sum	1		
	8.4	TIME-RELATED ITEMS				
1.8	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the site:				
	1200AB	a) Facilities for Engineer				
1.9	8.4.2.1	Office to SABS 1200 AB	Sum	1		
1.10		Survey equipment for use on an ad hoc basis	Sum	1		
1.11		Cell Phone	Prov Sum	1	2000	2000
	8.4.2.2	a) Facilities for Contractor for duration of construction except where otherwise stated				
1.12		Offices and storage sheds	Sum	1		
1.13		Ablution and latrine facilities	Sum	1		
1.14		Tools and equipment	Sum	1		
1.15	8.4.3	Supervision	Sum	1		
1.16	8.4.4	Company and head office overhead costs	Sum	1		
TOTAL CARRIED FORWARD						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	Rate	Amount
1.17	8.4.5	Other time-related obligations	Sum	1		
	PSA 8.5	PROVISIONAL SUMS STATED BY THE ENGINEER				
		<u>Materials testing</u>				
1.18	PSA 8.5	Provisional amount for materials testing as instructed by the Engineer	Prov Sum	1	25000	25000
1.19		Overheads, charges, attendance and profit for arranging the testing as required by the engineer	%	25000		
		<u>Ancillary Items</u>				
1.20	PSA 8.5	Cost of additional surveying requirements as instructed by the engineer	Prov Sum	1	15000	15000
		TEMPORARY WORKS				
1.21	PSA 8.8.2	Accommodation of traffic along Remainder Road for the duration of the contract	Sum	1		
		ENVIRONMENTAL				
1.22	PSA 8.8.6	Comply with all aspects of the environmental specification	Sum	1		
		HEALTH & SAFETY				
1.23	PSA 8.9.1	Health and Safety requirements	Sum	1		
		ANCILLARY ITEMS				
1.24	PSA 8.10	Special Security Measures	Month	4		
		LABOUR-BASED WORK AND TRAINING REQUIREMENTS				
	D10.01	Community participation:				
1.25		a) Cost of community participation and public liaison	Prov Sum	1	15000	15000
1.26		(b) Handling costs and profit in respect of sub-item (a)	%	15000		
	D10.02	Training				
1.27		(a) Cost to company of temporary local labourers for off-site training during which no productive work is executed	Prov Sum	1	10000	10000
1.28		(b) Formal training courses for temporary local labourers	PC Sum	1	5000	5000
1.29		(c) Contractor's charges to allow for handling cost and profit in respect of subitem (b)	%	5000		
1.30		(d) Training Venue	Prov Sum	1	5000	5000
	D10.03	The contractor's obligation in respect of managing a team of 6 local labours				
1.31		(a) Minor Works with value <R200 000	day	10		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 3 : EARTHWORKS**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	Rate	Amount
	SABS 1200 D	<u>SECTION 3 : EARTHWORKS</u>				
		BULK EARTHWORKS				
3.1	8.3.2	Excavate below natural ground level unsuitable waste material and dispose of off site to dump site approved by the Stellenbosch Municipality	m ³	615		
3.2	8.3.2	Excavate concrete elements and boulders and place in stockpile for later breaking down within site boundaries	m ³	1280		
3.3	8.3.2	Excavate builder rubble, sand and gravelly materials and place in stockpile for later use within site boundaries	m ³	2600		
3.4	PSD 8.3.2	Breaking of concrete elements and boulders with hydraulic hammer to sizes no greater 300mm dimension (measurement based on "broken" material stockpile volume)	m ³	890		
3.5	8.3.2	Excavate in all materials and place in compacted fill incl. compaction to 93% Mod AASHTO for (100% for sand) for bulk site shaping including road box	m ³	1970		
3.6	8.3.2	Excavate from stockpile broken down concrete/boulders and place in compacted fill incl. compaction to 93% Mod AASHTO for (100% for sand) for bulk site shaping including road box	m ³	890		
3.7	8.3.2	Excavate from stockpile builder rubble, sand and gravelly material and place 150mm compacted fill incl. compaction to 93% Mod AASHTO for bulk site shaping including road box	m ³	2600		
	8.3.4	Importation of G7 wearing course material from commercial sources including placement, spreading, compaction, etc as per SABS 1200 D 8.3.2 for:				
3.8		a) Building platforms to 95% Mod AASHTO (not sand)	m ³	1560		
3.9	8.3.2	Spread topsoil after platform construction only on the instruction of the engineer	m ³	800		
TOTAL CARRIED FORWARD TO SUMMARY						



SECTION 7 : ROADS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	Rate	Amount
	SABS 1200 DM	SECTION 7 : ROADS EARTHWORKS (ROADS, SUBGRADE)				
	8.3.3(a)	TREATMENT OF ROAD-BED Road-bed preparation and compaction of material				
		Compact to 95 % mod. AASHTO max. density (100% for sand) 150mm insitu layer				
7.1		a) Roads	m ³	175		
		EARTHWORKS				
7.2	8.3.4	Earthworks in road reserve measured under Section 3 : Earthworks	m ³			
	SABS 1200 ME	SUBBASE				
	8.3.3	Construct subbase with material from commercial sources				
		Type G5 gravel wearing course				
7.3		b) 150mm thick compacted to 98% Mod AASHTO max density	m ³	185		
TOTAL CARRIED FORWARD TO SUMMARY						



	<u>SUMMARY</u>		Amount	
			R	c
1	Preliminary and General	R		
2	Site Clearance	R		
3	Earthworks	R		
4	Roads	R		
	SUB-TOTAL	R		
	<u>CONTINGENCIES</u>			
	Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required.	R		
	TOTAL INCLUDING CONTINGENCIES	R		
	<u>VALUE ADDED TAX</u>			
	ADD: VAT at the rate of 15%	R		
	Carried to Part 25 Form of Offer and Acceptance (Page 112)	R		



26. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



27. ANNEXURES

- 1. Geotechnical Report**
- 2. EPWP Recruitment Guidelines**
- 3. Tender Drawings**

Drawings Issued With This Document

The following drawings are applicable to the contract and are issued with this tender document as a book of drawings and will form part of the Contract Documents.

Drawing No	Description
19016i/C5000	Earthwork Layout
19016i/C5001	Earthworks Cross Sections
19016i/C6000	Roads and Stormwater Layout
19016i/C6001	Road Longitudinal Section
19016i/C6002	Road Cross Sections

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

STELLENBOSCH MUNICIPALITY

GEOTECHNICAL INVESTIGATION REPORT

PROPOSED TEMPORARY RELOCATION AREA ON ERF 3229 MOOIWATER, FRANSCHOEK



DOCUMENT NO: 19016i/OD/001 REV OA

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**INFRASTRUCTURE
ENGINEERS**

DECEMBER 2019

Revision Summary

Project Name: Mooiwater Geotechnical Investigation

Contract No: 19016i

This document has gone through a line of checking procedure, which forms part of our Quality Management System.

.....
Signature of Project Leader

.....
Signature of Department Director

OA	December 2019	CRS	CN	For Information
Revision	Date	By	Checked	Description of Revision

EXECUTIVE SUMMARY

EAS Infrastructure Engineers were appointed by the Stellenbosch Municipality to report on the feasibility of establishing a Temporary Relocation Area on Erf 3229, Mooiwater. The TRA is required to accommodate approximately 300 families impacted by the implementation of upgrades at the Langrug informal settlement.

The objective of this report is to outline prevailing soil and sub-soil conditions and identify remedial or rehabilitation measures required. Further to this the project feasibility in terms of land ownership/restrictions, optimisation of spatial footprint, capacity of existing infrastructure and cost implications of rehabilitation must be assessed.

The terms of reference of the Geotechnical Study is to record soil profiles, comment on the presence of unsuitable material, assess founding conditions, determine characteristics of in-situ materials and their potential for re-use and finally provide rehabilitation requirements.

The field work for the investigation was undertaken on the 31st October 2019, nine test holes were excavated. DCP tests were performed and soil profiles recorded. Two samples of the residual shale and three samples of the mixed dumped material were taken. Road indicator tests, Atterberg Limits, CBR's and Mod's were tested by an independent laboratory.

Around the perimeter of the site and below the dumped material a sandy silt / clayey silty SAND was found. The dumped material is made up of builder rubble (35%), gravel and asphalt (18%), concrete elements (14%), sandstone and clay (18%) with the remainder being refuse. The water table was only encountered at one test hole at a depth of 2,3m.

DCP profiles show a highly variable composition and that the dumped material has not been compacted. A low to medium potential expansiveness is not considered significant for temporary housing.

Constraints identified are large boulders and concrete elements which must be broken up and all refuse must be removed. Opportunities are that the broken down material, sandy materials and clayey silty sands can be used as fill, gravel material can be used as a wearing course.

From a geotechnical standpoint the site is determined to be suitable for the development of a TRA, subject to certain rehabilitation measures been implemented.

The site is currently zoned Public Open Space and will be rezoned to be used on a temporary basis as a Temporary Relocation Area.

Ablution blocks facilities will need to be constructed to provide basic water and sanitation services. Existing infrastructure required for civil and electrical connections are available near to the site. Water consumption (1,2l/s), sewerage discharge (1,3 l/s) and electrical consumption (340 kVA) are negligible, the capacity of existing infrastructure to cater for the additional loads must however still be confirmed.

Access to the site will be off Remainder Road which runs parallel to the eastern boundary of the site. Being a residential collection the road has sufficient capacity to deal with the increase in traffic volumes.

Due to the steep topography of the site it will be necessary to construct a series of platforms graded at 2% with steps in-between. These embankments must be erosion protected. Stormwater will be collected along the southern boundary and channelled to an inlet at the south-eastern corner.

The provision of Ablution facilities will require underground civil infrastructure to supply water and discharge raw sewerage. Connections will be made to existing municipal infrastructure.

An electrical engineer will need to be appointed to design and manage the implementation of electrical infrastructure, no costs for electrical works are included in this report.

The cost of site rehabilitation, bulk earthworks, erosion protection, stormwater measures, civil infrastructure and ablution blocks is estimated at R6 841 782 including 15% VAT. Provision has been made for contingencies and professional fees.

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1 INTRODUCTION

1.1 BACKGROUND

EAS Infrastructure Engineers has been appointed by the Stellenbosch Municipality to report on the feasibility of establishing a Temporary Relocation Area (TRA) on Erf 3229, Mooiwater.

This TRA intends to accommodate approximately 300 families impacted by the implementation of upgrading projects planned for the Langrug informal settlement. The growing number of informal structures and population in the settlement together with the unavailability of housing opportunities in the Franschhoek area has created a challenge which requires intervention. In response to this issue, and the need to implement interventions, the DEA&DP will permit the use of Erf 3226 as a TRA for a period of two years.

The site, previously used as a farm dam, is currently vacant and being used for illegal dumping. In order to establish the potential utilisation of the site a Geotechnical Investigation Report outlining the prevailing soil conditions must be undertaken.

The objective of this report is to present an assessment of the subject area with focus on geotechnical challenges and the remedial actions necessary to rehabilitate the land to a standard acceptable for the supporting of informal light-weight structures. The assessment must take into account natural features (i.e. geology, gradients, watercourses, catchment areas etc.), existing infrastructure and their capacity to accommodate the TRA requirements, an optimised spatial footprint, site shaping operations, land ownership including restrictive conditions and finally provide a cost estimate for the scope of work envisaged for the site.

Ablution facilities together with the civil infrastructure necessary to service them must also be considered and costed.

2 GEOTECHNICAL REPORT

2.1 TERMS OF REFERENCE

The Geotechnical Study must outline prevailing site and sub-soil conditions and identify improvements necessary to facilitate the intended use.

The terms of reference were as follows:

- To record the soil profile and to determine the relevant engineering properties of the various soils on the site.
- Determine the requirements for the bulk earthworks, including safe cut and fill slopes and ground improvement methods.
- Assess founding conditions and requirements for the proposed temporary housing.
- Determine the design CBR of the in situ materials.
- Assess the type, quality and range of dumped materials over the site.
- Assess whether or not certain materials may be reused, and the conditions of their reuse.
- Comment on the presence of unsuitable materials and what affect these materials have on the proposed development.
- Comment on the removal of unsuitable materials

2.2 INFORMATION AVAILABLE

The following information was consulted in the preparation of this report:

- a) The 1:250 000 scale geological map of Cape Town, Sheet 3318, and the geological survey explanation provided by the Department of Mineral and Energy Affairs.
- b) Engineering Geology of South Africa, Volume 2, by ABA Brink. 1981
- c) A topographical survey of the site provided by Community Organisation Resource Centre (CORC).
- d) The services layout drawings provided by Stellenbosch Municipality.

2.3 PROPOSED DEVELOPMENT

In the short term, i.e. the next two years, it is proposed to prepare the site for the erection of temporary informal housing. The long-term use has not been fixed at this time, but spatial framework proposals indicate the implementation of sports fields.

2.4 SITE DESCRIPTION

2.4.1 Location, Topography and Vegetation

Erf 3229 is located in the suburb of Mooiwater in Franschhoek and is shown on the site locality plan on Figure 1. Originally the site was a farm dam, which was filled via a diversion from the Stiebeuelrivier, originating in the mountains above the dam. The stream always bypassed the site. The topographical plan in Figure 2 shows the original farm dam.



Figure 1: Site Location

Over an undetermined period of time, at least 10 to 15 years, the site has been used as an unofficial dumping area, and the original dam basin has to all intents and purposes been filled.

The site has an average slope of about 7.2%, with a 10m fall over a distance of 140m, in a south-south westerly direction. The southern, western and eastern boundaries comprise the dam walls, which is about 3.5m high along the southern edge. The surface of the site is very uneven, with spoil heaps in excess of 1m high, and isolated lows and highs varying by more than 2m.

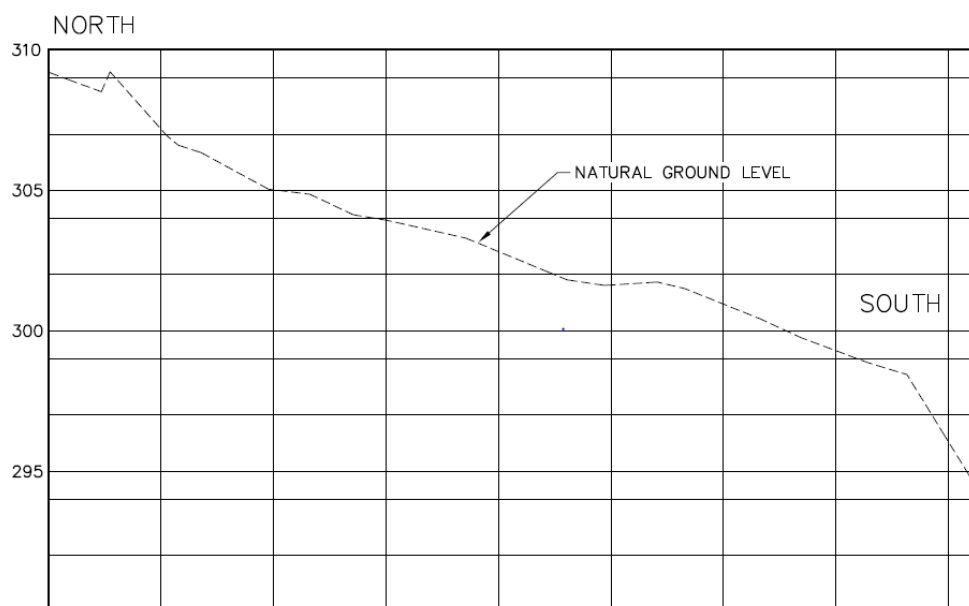


Figure 2: Section through Site

The site, apart from tracks and the recent spoil area, located over the north-eastern quarter is covered by a variety of shrubs and grasses and small trees.

2.4.2 Geology

According to the geological plan, displayed in Figure 3A, Erf 3229 is located in transported loam and sandy loam soils. Underlying this surface deposit are the rocks of the Cederberg Formation, of the Table Mountain Group, which consist of massive shale / siltstone with thin sandstone lenses. The geological legend is displayed in Figure 3B and the lithology is given in Figure 3C.

Due to the construction of the dam, the loam and sandy loam soils have been removed and replaced with the underlying residual clayey, silty sand and clayey sandy silt, derived from the completely weathered rocks of the Cederberg Formation.

2.5 INVESTIGATIONS UNDERTAKEN

The fieldwork was done on the 31st October 2019. The nine test holes were excavated by a JCB-3DX digger-loader, at locations shown on Figure 4. The depth of the test pits varied from 1.85m to 2.9m.

2.5.1 Test Holes

The fieldwork was done on the 31st October 2019. The nine test holes were excavated by a JCB-3DX digger-loader, at locations shown on Figure 4. The depth of the test pits varied from 1.85m to 2.9m.

- Seven DCP tests were performed alongside the test pits indicated on Figure 4
- The soil profiles are attached in Appendix A.
- The DCP profiles are attached in Appendix B

2.5.2 Laboratory Testing

Two samples of the residual shale/siltstone samples were taken for: foundation indicator testing (gradings down to 2 microns); Atterberg Limits; in situ moisture content, California Bearing Ratio (CBR); Mod. AASHTO density.

Three samples of the mixed, dumped, materials were taken for: road indicator tests (gradings down to 75 microns); Atterberg Limits; California Bearing Ratio (CBR); Mod. AASHTO density.

All laboratory work was undertaken by Steyn-Wilson Laboratories.

- The laboratory test results are attached in Appendix C.
- Photographs of the test holes are attached in Appendix D
- Photographs of the site are attached in Appendix E

2.6 FINDINGS OF THE INVESTIGATIONS

2.6.1 Soil Profile

Around the perimeter of the site, on or close to the dam walls, the clayey, sandy silt / clayey silty SAND, with minor pebbles, cobbles and boulders, excavated from the underlying, completely weathered Cederberg formation to form the dam, was encountered below dumped material at depths ranging from 0.0m to 1.9m. In the north- western quadrant (TH's 4, 5, 6 and 9) the residual soil was not encountered at the excavation depths ranging from 2.0m to 2.9m.

The dumped material was highly variable. The estimated percentage volume that the dumped materials were encountered or observed, was as follows:

- a) Builder's rubble and sandy materials - (35%). Possible range - (20% - 50%)
- b) Gravelly materials and asphalt – (18%). Possible range - (10% - 30%)
- c) Concrete elements: large slabs and blocks (some with reinforcement protruding), kerbs, channels, pipes of various sizes, light poles – (14%). Possible range - (10% - 30%)
- d) Variably sized boulders – predominantly sandstone. – (10%). Possible range - (5% - 20%)
- e) Clayey and silty materials – (8%). (5% - 20%)
- f) Organic / garden refuse: tree trunks, branches, grass. – (6%). Possible range - (3% - 10%)
- g) Household refuse: Highly variable – (5%). Possible range - (3% - 10%)
- h) Plastic items: bottles, containers, bags, sheets, pipes, toilet seats, various from motor vehicles, various from electronic equipment. – (2%). Possible range - (1% - 4%)
- i) Miscellaneous: tires, fabrics, mattresses, fencing, tins, pieces of wood, cardboard boxes, furniture. – (2%). Possible range - (1% - 4%)

2.6.2 Water Table

Ground water was only encountered in one of the test holes – TH6, at a depth of 2.3m (approximate water level = 299.9msl). The water was free-flowing in a very open matrix of sand, gravel, concrete elements and boulders.

No obvious seepage was encountered over the southern part of the site which had ground levels below 299.9msl. This appears to indicate that the ground water is localized and is contained within a boundary of relatively impermeable material, such as the residual shale.

2.6.3 DCP Test Results

A brief summary and comment is made of each of the DCP profiles:

- DCP1: There is a gradual increase in density with depth, within the medium dense envelope, with a dense to very dense zone between 0.4m and 0.66m. (probably a pebble and cobble rich zone)
- DCP2: There is a gradual increase in density with depth, starting from loose and terminating with medium dense.

- DCP3: The upper 0.65m is highly variable, dense to medium dense (typical rubble profile), while the next 0.4m is uniformly loose. (this reflects the variability of the dumped material).
- DCP4: The upper 0.60m is uniformly loose, while the next 0.4m is highly variable, dense to medium dense (typical rubble profile). (this reflects the variability of the dumped material).
- DCP5: There is an increase in density, medium dense to very dense, to a depth of 0.55m, with a reversal of this trend over the remainder of the profile.
- DCP6: There is a gradual increase in density with depth, starting from loose and terminating with medium dense/dense.
- DCP7: There is a gradual increase in density with depth, within the medium dense envelope, with a loose zone between 0.2m and 0.65m.

The DCP profiles confirm that the material is highly variable in composition and that it is predominantly loose to medium dense over the surface 1.0m. The dumped material appears to have been periodically spread but has not been compacted.

2.6.4 Laboratory Test Results

The grading and Atterberg limit test results are attached in Appendix C. The soil gradings are summarised on Figures 5, 6 and 7, and the Atterberg limits in Tables 2.1 and 2.2.

Table 2.1: Atterberg limits of residual shale

No.	Sample Depth	Liquid Limit	Plasticity Index	Linear shrinkage	Clay Content	Potential Expansiveness	Soil Description
TH1	1.1	32	13.9	7.2	16.7	LOW	Clayey, silty SAND
TH8	1.6	50	19.2	9.8	16.7	MEDIUM	Clayey, sandy SILT

The Atterberg Limit test results indicate that the residual soils display moderate plasticity. The combined grading curves, displayed in Figure 5, indicate that the soils are well graded, but are not uniform.

The potential expansiveness, determined using Van der Merwe's Method, varies from low to medium. This is not considered to be significant for temporary housing structures.

Table 2.2: Atterberg limits and CBRs of Residual and Transported Soils

No.	Sample Depth	Liquid Limit	Plasticity Index	Linear shrinkage	CBR (at compaction)			Soil Classification
					90%	93%	95%	
TH1	1.1	32	13.9	7.2	2	2	2	<G10
TH3	0.7	NP	NP	0	5	6	8	G10
TH5	0.5	NP	NP	0	17	22	25	G7
TH7	1.0	NP	NP	0	26	33	40	G6
TH8	1.6	50	19.2	9.8	9	11	13	G8

The dumped soils tested were all non-plastic (NP), but the grading curves, displayed in Figure 6, are variable as would be expected.

The significant differences between the gradings of the dumped materials and the residual soils are displayed graphically in Figure 7, which contains all of the gradings.

2.7 GEOTECHNICAL EVALUATION

2.7.1 Distribution of Soil and Rock Types and Dumped Materials

The clayey, sandy silt / clayey silty SAND, with minor pebbles, cobbles and boulders, was excavated from the underlying completely weathered soils to form the dam walls on the eastern, southern and western sides, as well as the basin of the dam.

The dumped material was highly variable and was not placed in any particular order over the site. An estimate, based on observations on site, of the percentage volumes of the different materials are presented in Section 2.6.1.

2.7.2 Site analysis and prevailing characteristics, including constraints and opportunities

Prevailing characteristics:

- Surface of site is very uneven
- Site is covered with vegetation
- The site is protected from flooding by berms on northern and western sides

Constraints:

- large boulders – Break up on site using large excavator with Montabert hydraulic hammer, and bury on site.
- large concrete elements – Break up on site using large excavator with Montabert hydraulic hammer, and bury on site.
- varied household refuse – Remove from site.
- varied garden refuse – Remove from site.
- varied miscellaneous refuse – Remove from site.

Opportunities:

- Sandy materials to be used as fill
- Builders rubble to be broken down and used for wearing course / platform surface layer. Break down / compact with heavy vibratory grid roller. Intact brickwork elements are to be broken down using large excavator with Montabert hydraulic hammer
- Gravelly materials to be used for wearing course / platform surface layer
- Clayey and silty materials to be used for deeper fills

2.7.3 Geotechnical conditions and Implications for the Development of the Site

The geotechnical conditions which might be problematic for the development of the site are the following items, where they are buried in significant quantities:

- a) Organic / garden refuse:
- b) Household refuse: Highly variable
- c) Plastic items: bottles, containers, pipes,
- d) Miscellaneous: tires, fabrics, mattresses, fencing, cardboard boxes, furniture

These items can be a problem because they are compressible under imposed loads and because those items which biodegrade will cause settlement of the ground.

These items must be removed, wherever they are encountered, and spoiled off site.

2.7.4 Rehabilitation Requirements

The rehabilitation requirements are as follows:

- a) The site should be cleared of all vegetation, household refuse, garden refuse, plastic items and miscellaneous refuse, and removal from the site.
- b) All large boulders, large concrete elements and large intact brickwork elements should be collected and placed in a stockpile on the site. Once these items have been stockpiled they should be broken down using a large excavator with Montabert hydraulic hammer and buried in a deep trench located on the site. It is proposed that 400mm thick layers of crushed rock be covered with 150mm thick layers of sandy soil. Each sandy soil layer should be compacted with 8 passes of a 10 ton vibratory grid roller. The sides of the deep trench excavation should have slopes no steeper than 1:1. These layers may be taken to within 0.5m of the surface.
- c) In order to prepare the site for any compressible items mentioned in 2.7.2, which are buried, the following is proposed for light-weight, wood-framed, temporary housing structures:
 - i. Remove all vegetation
 - ii. Remove all the visible items listed in Section 2.7.3 a to d. above, as well as concrete elements and boulders.
 - iii. Over all areas which are to be filled, the surface is to be levelled off and compacted with 8 passes of a 10 ton vibratory grid roller.
 - iv. Builders rubble, sand and gravelly materials, in the cut zones, are to be stockpiled for later use on the platform surface layer.
 - v. Cut to compacted fill, to 250mm below the platform level, compacting, in less than 300mm layers, with 8 passes of a 10 ton vibratory grid roller.
 - vi. Compact surface of cut areas with 8 passes of a 10 ton vibratory grid roller.
 - vii. Place, mix and compact 150mm of builders rubble, sand and gravelly materials with 5 passes of a 10 ton vibratory grid roller.
 - viii. Place, mix and compact 100mm of imported G5 gravel to 95% of Mod. AASHTO density (Optional).

If more substantial brick walled houses are envisaged, either

- i. a more substantial raft of in situ materials 1.0m to 1.5m in thickness, below foundation level, or
- ii. a reinforced concrete raft foundation for each dwelling will be required.

2.7.5 Suitability of Location for Development as a Temporary Relocation Area (TRA)

From a geotechnical standpoint the site is suitable for development as a TRA, subject to the rehabilitation requirements detailed above.

3 PROJECT FEASIBILITY

The feasibility of establishing a TRA on the subject property is not only limited to suitability in terms geotechnical considerations. Whilst the decision to proceed with rehabilitation will ultimately be influenced by implementation costs, it is essential that all factors influencing this decision be considered.

Aspects requiring further investigation and assessment are as follows:

- Land ownership, servitudes, restrictive conditions and zoning
- Civil infrastructure requirements in order to provide basic services
- Availability of existing infrastructure able to accommodate the proposed TRA
- Site Access and impact on traffic network

The design for the various civil infrastructure will take into account the recommendations and results of the detailed geotechnical investigation and will be based on accepted norms and standards. Bulk earthworks and platform shaping will accommodate overland stormwater drainage and where possible retain the natural topography. The civil infrastructure required to provide basic services to the temporary households will be reported on but are not included in cost estimations as they do not form part of the rehabilitation costs.

3.1 PROPERTY INFORMATION

DEA&DP have granted permission for the Stellenbosch Municipality to utilise the site for the purposes of temporary relocation.

The property information on ownership, servitudes, restrictive conditions, title deeds and zoning are therefore provided as a guide to ensure that, after expiry of the two year grace

period and following the removal of temporary structures, the site is returned in a condition which will comply with legislated requirements for a public open space.

3.1.1 Property Details

The following information has been obtained by the deeds office:

- Erf No.: - 3229
- Allotment Name: - Mooiwater
- Area: - 19786m²
- Legal Status: - Surveyed Approved (not yet Registered)
- Zoning: - Public Open Space Zone
- Title Deed No.: - Not available
- Registered owner: - Local Municipality
- Restrictive Conditions: - Not Available
- SG Diagram: - 5633/2005 (Appendix F)

There are no servitudes that transverse the site. There is however a 2m wide servitude which runs parallel to the western boundary. Cognisance must be taken of this should the planning of future TRA structures encroach this site boundaries.

3.1.2 Zoning

Public Open Space Zone (POS) – Appendix F

Purpose of Zone:

- To make provision for land which vests in the municipality as a 'public place'

Intended uses:

- Public recreations & public amenity purposes
- Creating a desired townscape or visual open space for residents
- Serve as an open space accommodating riverine corridors and other natural features
- Accommodate extensive municipal services in a landscaped or natural setting (i.e. stormwater detention ponds & stormwater corridors)

3.1.3 Title Deeds

The property has not yet been registered as such there is no Title Deed available. Only once the property has been registered will this be available.

- Ownership: Land zoned as Public Open Space is generally owned by the local municipality.

An application for a temporary departure to the current zoning may be required for the purposes of a TRA.

3.2 TRA INFRASTRUCTURE

Based on information received by the Stellenbosch Municipality it is estimated that the implementation of upgrading projects at Langrug will require the relocation of approximately 300 households. Number of residents per informal dwelling is estimated at an average of 2 persons per structure. It should be noted that this area has experienced substantial growth over the last few years, primarily due to the shortage of subsidized housing opportunities within the Franschhoek.

National Policies (Water and Sanitation) and current legislation (National Water Act) provide guidelines as to the basic level of service to be provided, in the case of the poor this would be provided for free. In terms of the type of future temporary dwellings on site an interim level of service for sanitation in the form of shared facilities will be applicable.

3.2.1 Basic Service Guidelines

All the mentioned previously focus areas are in need of basic sanitation services. The requirements according to national guidelines are as follows:

- A minimum of one toilet facility per five households (or one seat per 20 users).
- A minimum of one water point (tap) per twenty five households no more than 100m from the furthest household.

The Stellenbosch Municipality are generally not in favour of container of ablution facilities as they are prone to vandalism and theft, their preferred method of providing basic services are concrete toilet block and water points, typical details of these are included under Appendix G.

3.2.2 Design Parameters

The design standards applicable to sewer and improvements will be in accordance with the following guidelines:

- Guidelines for Human Settlements, Planning and Design as revised August 2003 – Department of Housing by CSIR Building and Construction Technology (referred to as the “Red Book”).
- Minimum Design Standards for Internal A-Grade Engineering Services Version 002 of September 2014 – Department of Human Settlements (referred to as the “DoHS Standards”).

Potential future “planning” layouts for the area will be taken into consideration when services designs are being finalised. The toilet blocks and the water points will be placed outside the access ways envisaged and within close proximity to existing infrastructure where possible to reduce linkage costs.

3.2.3 Estimated Water Consumption

The estimated flows from the proposed TRA have been calculated using the estimated number of informal dwelling structures.

The following parameters were applied to the calculations undertaken (reference criteria/guidelines are shown in italics below):

Development : 300 Informal Dwellings

Average Daily Domestic Consumption per unit = 100 l/day #1

Peak Factor : 3,5

$$\begin{aligned}\text{Instantaneous Peak Consumption (l/s)} &= \frac{(300 \times 0,1 \times 3,5) \times 1000}{86\,400} \\ &= 1,2 \text{ l/s}\end{aligned}$$

References:

#1 – *DoHS Standards : Section 3 Water Supply – Bullet 4 on Page 8*

#2 – *Red Book : Chapter 9 Water Supply - Figure 9.10 on Page 22*

#3 – *Water Demand Characteristics of shared water/sanitation, P. Crous – Univ of Johannesburg, 2013*

Proposed infrastructure will be connecting onto an existing 100mm diameter pipeline in Remainder Street (See Appendix H – As-builts), it is recommended all toilet blocks and water points be linked such that only one connection to the municipal infrastructure need be introduced.

The existing water infrastructure and reservoirs should have sufficient capacity to deal with the anticipated water consumption of the TRA, this must be confirmed by Mr Abdullah Daniels of the Development Infrastructure Services department.

3.2.4 Estimated Sewerage Discharge

It is estimated that 95% of water consumed will be discharged into the sewerage system. Calculations parameters in terms of peak flow are therefore similar to those used under Section 3.2.3.

The following parameters were applied to the calculations:

Development = 300 Informal Dwellings

Low Income Average Daily Flow per erf = 95 l/day

Peak Factor = 3,5

15% allowance for extraneous ingress #4

$$\begin{aligned}\text{Instantaneous Peak Flow (l/s)} &= \frac{(300 \times 0,095 \times 1,15 \times 3,5) \times 1000}{86\,400} \\ &= 1,3 \text{ l/s}\end{aligned}$$

The sewerage flow from the TRA area needs to be connected into the neighbouring sewerage reticulation network, the existing pipe network is shown on record drawings included in Appendix H.

There is currently a 160mm diameter pipeline running along Remainder Street, it is proposed that a connection be made at the lowest possible south-eastern point.

The capacity of the existing infrastructure and WWTW to accommodate the additional flow generated by the TRA must be verified by the relevant Stellenbosch Municipality departments.

3.2.5 Estimated Electrical Consumption

It is proposed that the electrical supply to the TRA informal dwellings be extended from the existing underground network. The proposed supply will be pole mounted with underground house connections.

Consumption calculations have been based on the “Typical Design Load Parameters for Domestic Consumers” published by Eskom.

Assuming we use the guideline for informal settlements (7-year parameter), the load (After Diversity Maximum Demand) should be as follows:

- 300 units @ 1kVA = 300kVA
- 4 ablutions @ 10kVA = 40kVA
- Total = 340kVA, 490A TP, approx. 500Amps Three Phase

The Stellenbosch Municipality – Electrical Services Section will need to confirm whether there is sufficient capacity available to cater for the requirements of this development.

3.2.6 Stormwater Management

Stormwater for the development will generally be managed on a catchment-wide basis and will take into account the surrounding built and natural environment. The topography of the site will allow natural surface flow along platforms in a southerly direction. Whilst the Stiebeuel River runs west of the site, the natural fall of the site makes it impractical to direct surface flow in a westerly direction.

Stormwater infrastructure proposed site will comprise of combined surface drainage and a levy berm along the southern boundary to protect downstream properties. All runoff will be collected and channelled to the low point south-east of the site, from here it will be intercepted by an inlet structure which will connect onto the existing underground system in Remainder Street. No underground formalised or fixed pipework or structures are envisaged on the site.

3.2.7 Road Infrastructure

Access to the site will be off Remainder Road which run parallel to the eastern boundary of the site. This road has a 6m wide premixed surface finish with mountable kerbs both sides and a crossfall to the eastern side. It falls within a 10m road reserve.

In terms of classification it would probably be deemed a Class 5a Residential Collector Road with direct access to buildings and land parcels. A road of this class can accommodate up to 200 standard residential homes and has a capacity of up to 600 p.c.u/hr (passenger car unit per hour).

Based on car owner ship and car usage the TRA is not expected to increase traffic volumes significantly. It is anticipated that many of the residents will in any event make use of public transport facilities available, this from collection points closer to the R45.

Bearing in mind that the existing Mooiwater development north of the site only consists of 73 units and assuming that this development generates one passenger car movement in one hour during peak hour, it is reasonable to predict that the road will never carry it's full capacity.

It is proposed that the site be provided two points of access, the first located on the southern eastern corner, the second located on the north-east corner below erf 3093.

These locations on shown on the proposed site layout shown in Appendix G.

4 REHABILITATION OF SITE

4.1 PROPOSED REHABILITATION WORKS

Rehabilitation works are aimed at establishing a functional Temporary Relocation Area on Erf 3229. These will primarily involve the improvement of ground conditions and creating a wearing surface adequate for the placement of temporary light-weight dwellings.

Due to the steep topography of the site (>7%) it will be necessary to construct a series platforms from north to south. In order to minimise localised shaping for each structure the platform slopes should not exceed 2%, steps not exceeding 1,5m in height with a maximum slope of 1:1 will make up the elevation difference between the platforms. Embankments created by these steps must be erosion protected, this could be through cement stabilisation of a gravel material with the method being finalised during detail design.

An illustrative concept design of rehabilitation works is shown in Appendix G, this design is based on the findings of geotechnical study together with the other factors expressed under Section 3.

The scope of Rehabilitation and Site Preparatory Works, necessary to utilise the site as a TRA, will include the following activities listed in the sequence they are likely to fall within the construction programme:

1. Rehabilitation of site as per requirements listed under Section 2.7.4.
2. Bulk earthwork operations to create TRA platforms (Drwg C0002/C0003 – Appendix G).
3. Erosion protection of embankments.
4. Construct stormwater management measures, i.e. earth channel and berm.

4.2 PROPOSED CIVIL/STRUCTURAL REQUIREMENTS

In order to provide basic water and sanitation services to the community being accommodated by the TRA's it is proposed that 6 communal Ablution Blocks be constructed. Ablution blocks will provide waterborne service, with adequate disposal of effluent as required to protect the environment and public health.

The extent of civil/structural infrastructure attached to the Ablution blocks are as follows:

1. 75/50mm diam water supply connected to existing line running along Remainder Road.
2. Water meter and valve in road reserve.
3. 160mm diam, gravitation sewer line with manholes connected to existing line in Remainder Road.
4. Road reinstatement where disturbed by new services.
5. 6 No. Ablution blocks complete including floor slab, perimeter walls and internal plumbing.

The typical approved design for the blocks and required civil infrastructure is shown in Appendix G.

4.3 COST OF PROPOSED WORKS

A cost estimate has been calculated for the works identified under Section 4.1 and 4.2, this will need to be refined during detailed design stage. Table 4.1 indicates the order of magnitude costing for the various components and makes provision for contingencies, escalation and VAT. Allowance have been made for specialised services and professional fees.

All costs and rates are based on industry norms either legislated (ECSA guidelines) or tendered rates received within the last year.

Preliminary and General costs have been calculated at 20% of the works costs. Contingencies have been set at 10% to be used for unforeseen circumstances during the project construction.

The estimate total Project Cost is estimated to be R6 841 762 including 15% VAT, this translates to just over R22 805 per informal dwelling assuming all 300 units are accommodated.

Table 4.1: Cost Estimation

Mooiwater Erf 3229 : Estimated Rehabilitation Costs					
Section	Measured Item	Unit	Works Rate	Quantity	Amount
1	CIVIL ENGINEERING WORKS				
1.1	Provisional Sums	Sum	R50 000.00	1	50 000.00
1.2	Site Clearance				
1.2.1	- Clear Vegetation	m ²	R15.00	10000	R150 000.00
1.2.2	- Removal of refuse from site	m ³	R200.00	100	R20 000.00
1.2.3	- Remove heaps of unsuitable material from site	m ³	R220.00	200	R44 000.00
1.2.4	- Stockpile boulder/concrete elements for later use	m ³	R150.00	700	R105 000.00
1.2.5	- Breaking down of boulder/concrete elements	m ³	R420.00	700	R294 000.00
1.3	Earthworks				
1.3.1	- Surface preparation for fill/after cut	m ²	R15.00	15000	R225 000.00
1.3.2	- Bulk Earthworks - Exca to Fill	m ³	R90.00	5250	R472 500.00
1.3.3	- Bulk Earthworks - Cut to Spoil	m ³	R220.00	1050	R231 000.00
1.3.4	- Bulk Earthworks - Import G7 fill material	m ³	R320.00	930	R297 600.00
1.3.5	- Place 150mm recycled material from site	m	R100.00	800	R80 000.00
1.3.6	- Erosion protection of embankments	m ²	R100.00	800	R80 000.00
1.4	Stormwater				
1.4.1	- Construct berm from imported G7 material	m ³	R320.00	300	R96 000.00
1.4.2	- Excavate trapezoidal channel	m ³	R90.00	180	R16 200.00
1.4.3	- Stormwater inlet and connection	sum	R30 000.00	1	R30 000.00
1.5	Sewer				
1.5.1	- 160mm diam uPVC Pipework	m	R760.00	280	R212 800.00
1.5.2	- Manhole Structures	No	R10 000.00	6	R60 000.00
1.5.3	- Connection to municipal infrastructure	No	R15 000.00	1	R15 000.00
1.5.4	- Road Reinstatement	m ²	R650.00	25	R16 250.00
1.6	Water				
1.5.1	- 50mm diam HDPE Pipework	m	R320.00	280	R89 600.00
1.5.2	- 75mm diam HDPE Pipework	m	R390.00	280	R109 200.00
1.5.3	- Fittings (bends, tees, end caps, etc)	No	R450.00	12	R5 400.00
1.5.4	- Connection to municipal infrastructure	No	R20 000.00	1	R20 000.00
1.5.5	- Valves	No	R3 000.00	1	R3 000.00
1.5.5	- Meters	No	R6 000.00	1	R6 000.00
1.7	Ablution Blocks				
1.7.1	- Site Preparation	m ²	R50.00	180	R9 000.00
1.7.2	- Ablution Blocks Complete	No	R200 000.00	6	R1 200 000.00
Sub-total (ex VAT)					3 937 550.00

2	PRELIMINARY AND GENERAL	%	20	R3 937 550.00	R787 510.00
3	CONTINGENCIES	%	10	R4 725 060.00	R472 506.00
Construction Sub-total (ex VAT)					R5 197 566.00
4	PROFESSIONAL FEES				
4.1	Civil Engineering Fees (less 15% discount)	%	8.5	R5 197 566.00	
4.1.1	Stage 1: Inception (5%)				R22 089.66
4.1.2	Stage 2: Preliminary Design (25%)				R110 448.28
4.1.3	Stage 3: Detail Design (25%)				R110 448.28
4.1.4	Stage 4: Documentation (15%)				R66 268.97
4.1.5	Stage 5: Contract Administration (25%)				R110 448.28
4.1.6	Stage 6: Close out (5%)				R22 089.66
4.2	Construction Supervision (R40 000/month - Level 2)	sum			R160 000.00
4.3	Specialist Services (H&S Agent, ECO)	sum			R100 000.00
4.4	Project Disbursements	sum			R50 000.00
Professional Fees Sub-total (ex VAT)					R751 793.11
	Estimate Project Cost excl VAT				R5 949 359.11
	VAT @ 15%				R892 403.87
	Estimate Project Cost incl VAT				R6 841 762.98

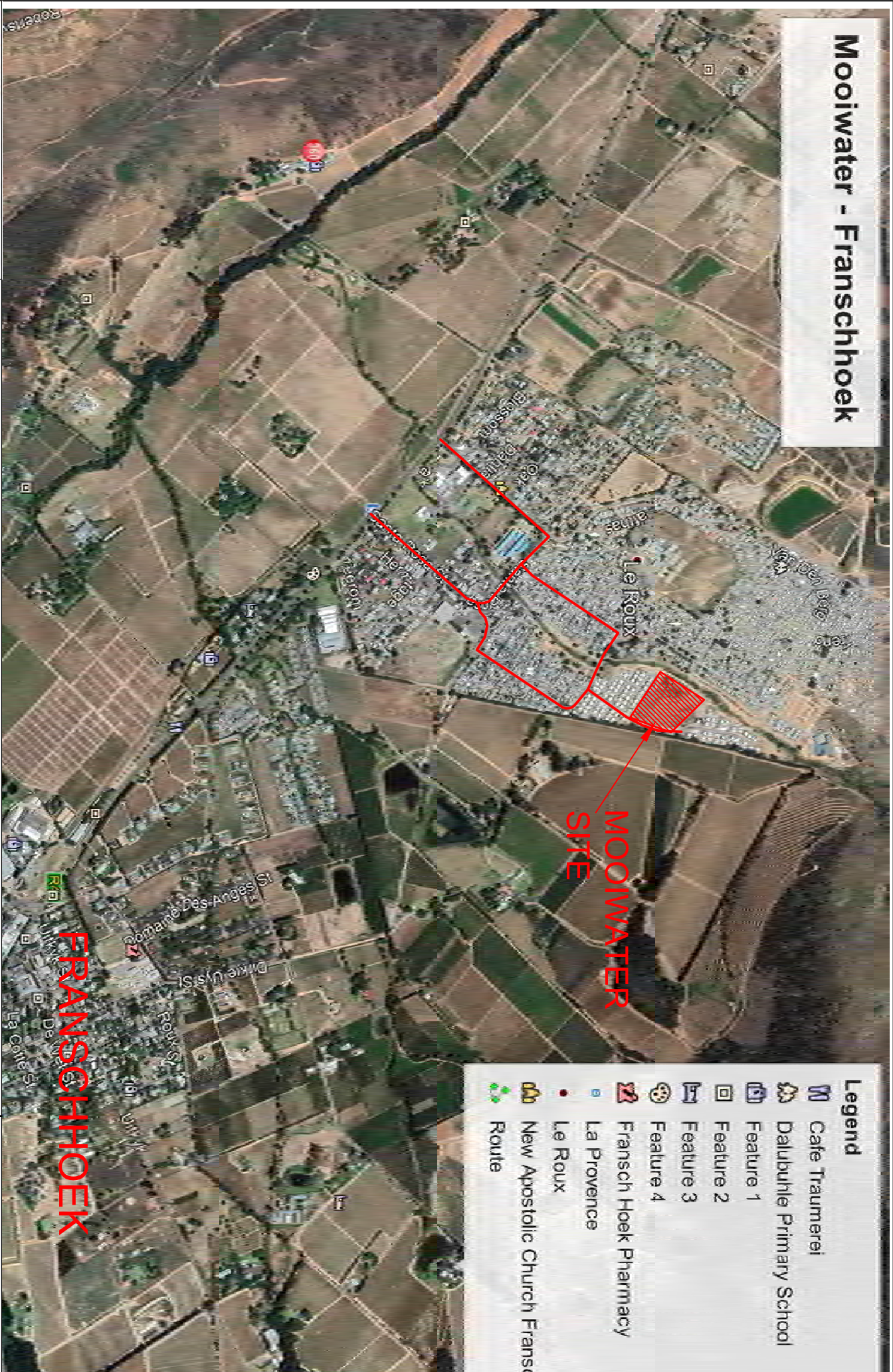
5 CONCLUSIONS

The general conclusions to this report are as follows:

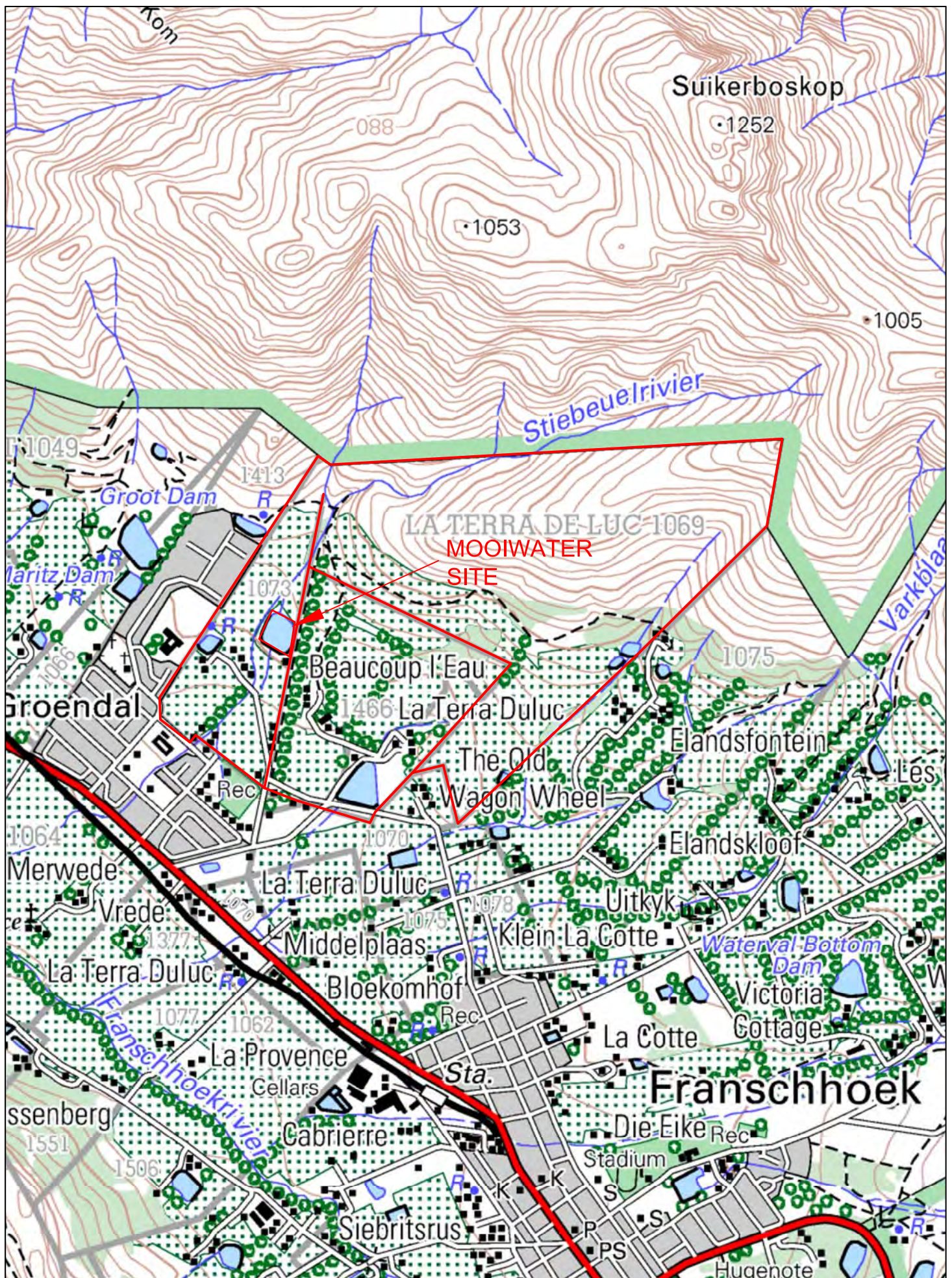
1. The proposed site is deemed to be generally suitable for the development of a Temporary Relocation Area in terms of geological stability and geotechnical conditions.
2. In order to cater for the geotechnical challenges of the site certain rehabilitation measures are required.
3. The site is zoned Public Open Space, there are no servitudes which transverse or encroach the site.
4. TRA's are not mentioned in the POS primary or consented uses, DEA&DP have however issued a directive permitting the temporary utilisation for this purpose.
5. The provision of basic water and sanitation services will be through shared facilities in the form of toilet blocks and wash bays, these do not form part of the rehabilitation scope of works.
6. Electricity can be connected to the existing underground network and supplied via overhead lines.
7. Record drawings show that there is adequately sized civil infrastructure adjacent to the site, the capacity to accommodate additional flows and demands must be confirmed by the relevant municipal departments.
8. Access to the site will be off Remainder Street, this a Residential Collector category road and has sufficient capacity to accommodate additional traffic generated.
9. Terracing of the site will be required to overcome the existing steep gradient.
10. Stormwater management will include erosion protection of embankments, and the introduction of a cut-off channel and berm to protect downstream properties.
11. 6 No. Ablution blocks with water and sanitation link services are to be constructed to provide household with basic services.
12. The cost of geotechnical rehabilitation, earthworks operations, stormwater measures and ablution blocks with associated infrastructure is estimated at R6 841 762 including 15% VAT.

FIGURES

Mooiwater - Franschhoek



- Legend**
-  Cafe Traumerei
 -  Dalubuhle Primary School
 -  Feature 1
 -  Feature 2
 -  Feature 3
 -  Feature 4
 -  Fransch Hoek Pharmacy
 -  La Provence
 -  Le Roux
 -  New Apostolic Church Franschhoek
 -  Route



ERF 3229, MOOIWATER
TOPOGRAPHICAL PLAN

FIGURE 2

DATE:
18/11/2019

SCALE:
NTS



INFRASTRUCTURE
ENGINEERS



ERF 3229, MOOIWATER
GEOLOGICAL PLAN

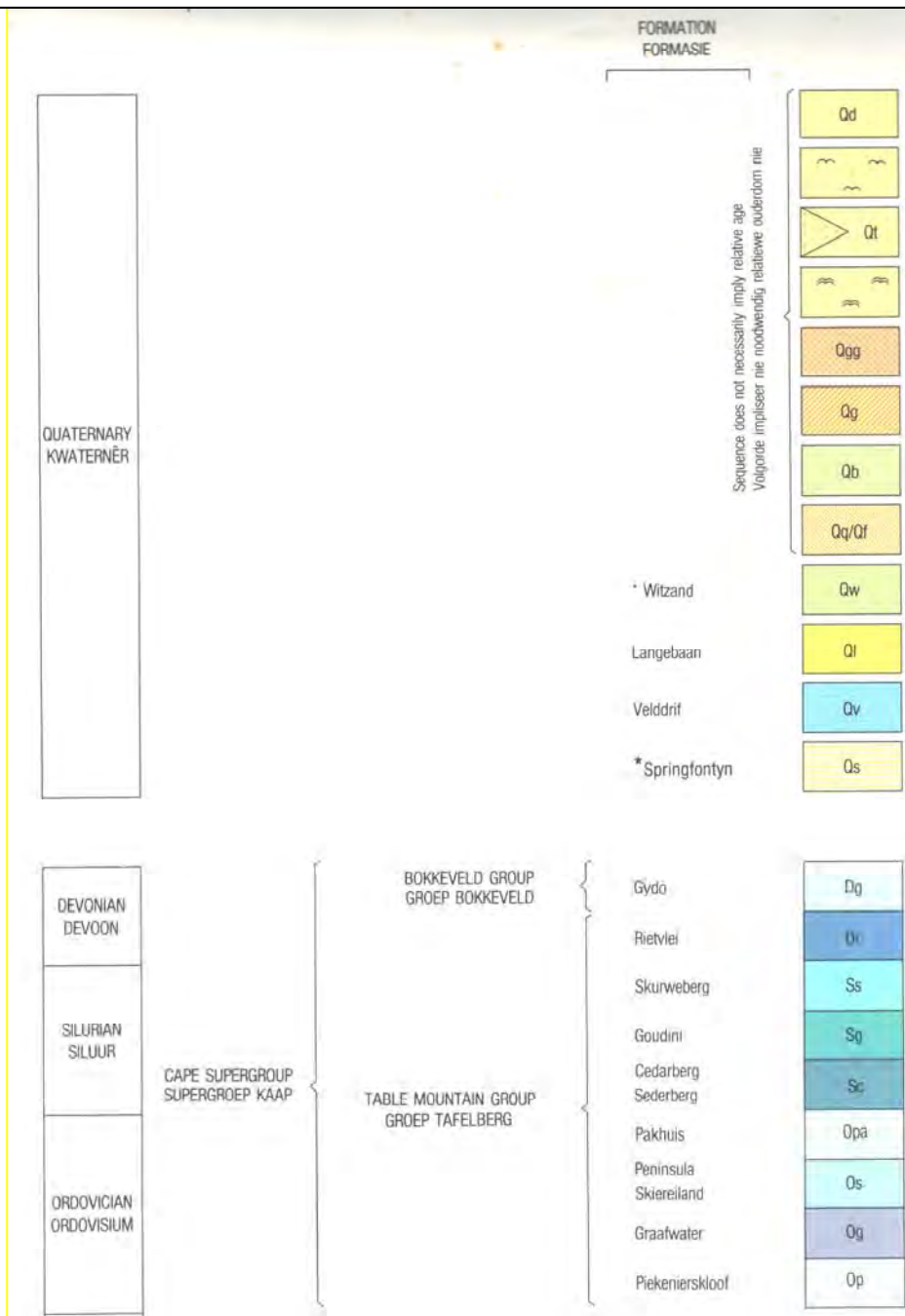
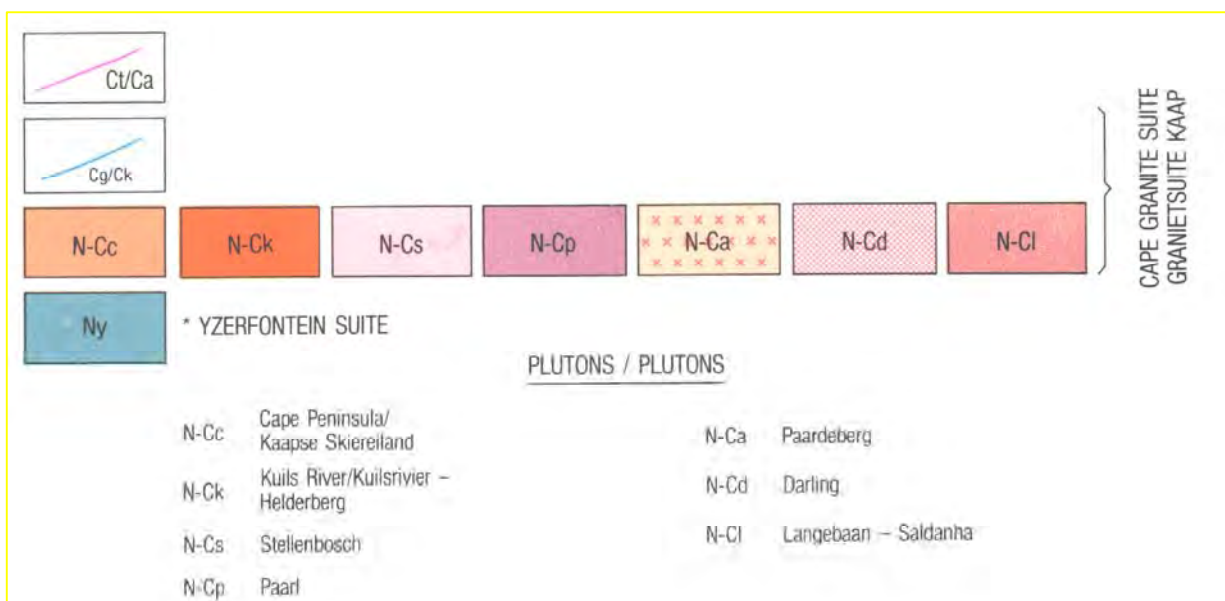
FIGURE 3A

DATE:
18/11/2019

SCALE:
NTS

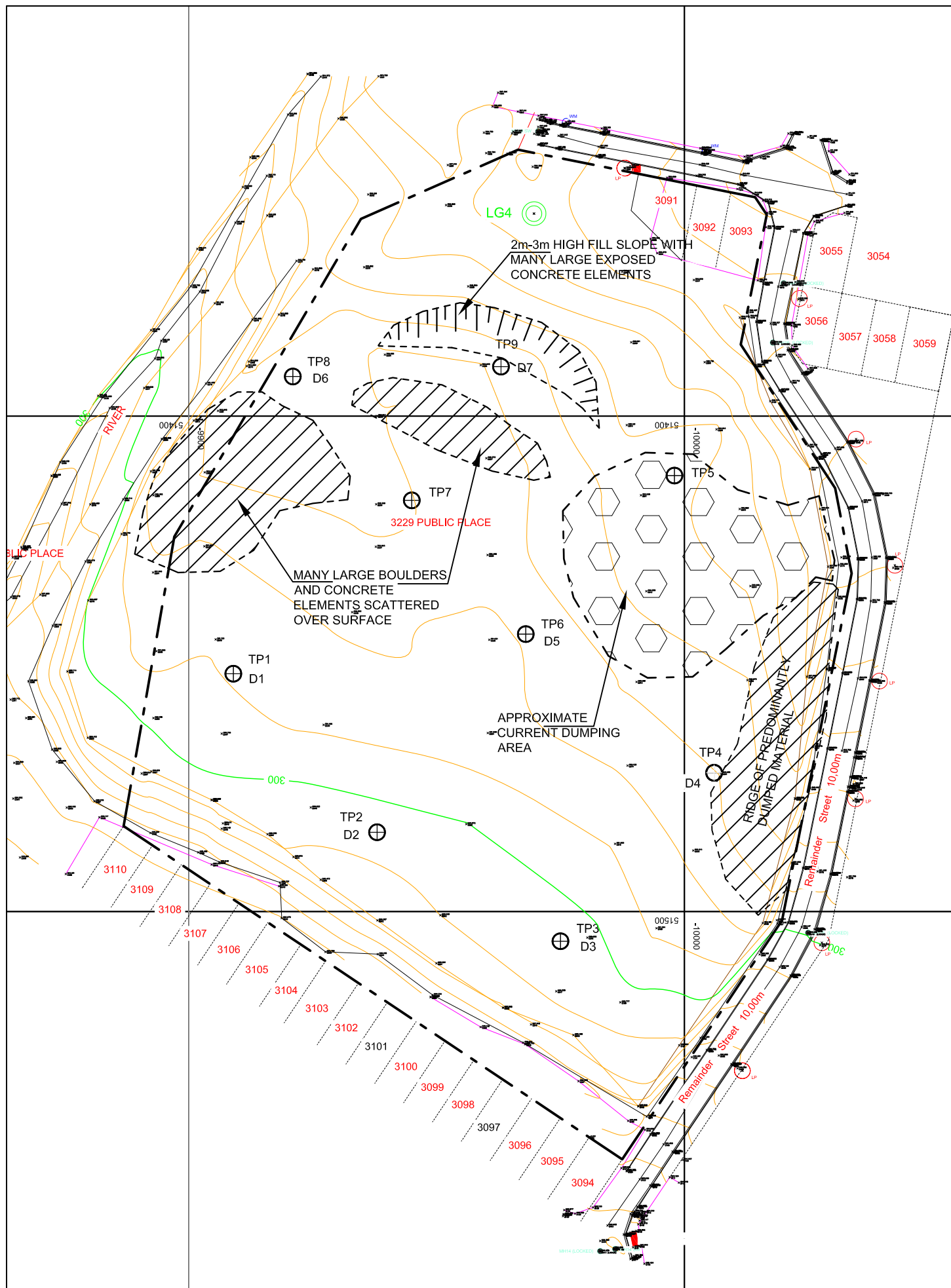


INFRASTRUCTURE
ENGINEERS

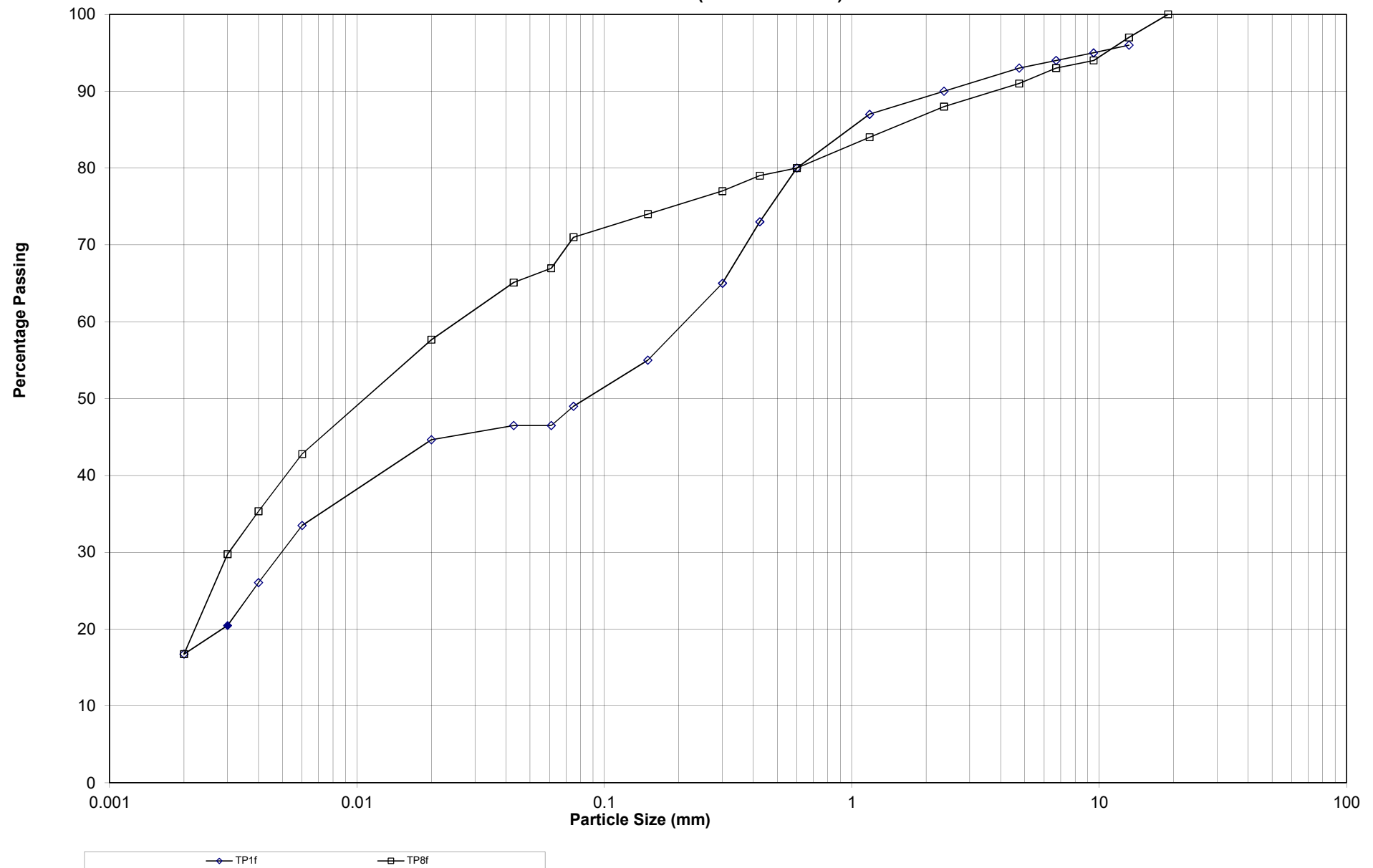


LITHOLOGY – LITOLOGIE

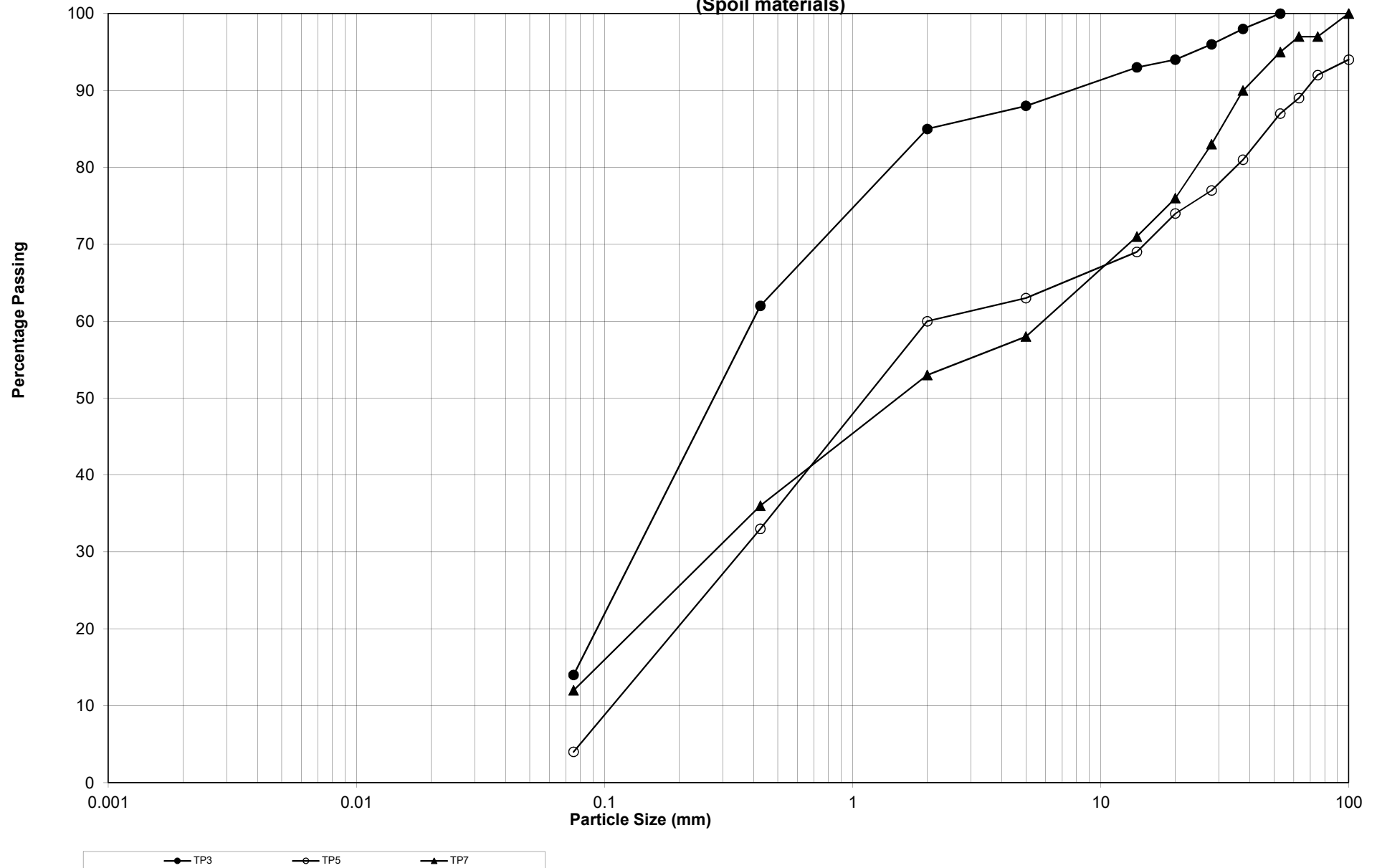
<p>~ Alluvium</p> <p>~ Alluvium</p> <p>~ Terrace gravel</p> <p>~ Terrasgrus</p> <p>Ob Brackish, calcareous soil</p> <p>Ob Brak, kalkhoudende grond</p> <p>Od Fill, reclaimed area</p> <p>Od Vulnieraal, oorgroefde gebied</p> <p>Og Loam and sandy loam</p> <p>Og Leem en sandrige leem</p> <p>Ogg Gravely clay/loam soil</p> <p>Ogg Gruesige Klei-/leemgrond</p> <p>Oi Limestone and calcare, partially cross-bedded, calcined parabolic dune sand</p> <p>Oi Kalksteen en kalkreel, gedeeltelik kruiselaag, verkalte parabooliese dunesand</p> <p>Oq/Oi Silcrete (Oq) and laterite (Oi)</p> <p>Oq Silcrete (Oq) en lateriet (Oi)</p> <p>Os Light grey to pale-red sandy soil</p> <p>Os Ligrys tot bleekrooi sandrige grond</p> <p>Ot Gritty sand, silt (AAA)</p> <p>Ot Gringerige sand, pur (AAA)</p> <p>Ov Consolidated to unconsolidated clay, sand and gravel with marine shells.</p> <p>Ov Gekonsoleerde tot ongekonsolideerde Klei, sand en gruis met see-skulpie</p> <p>Ow Unconsolidated white sand with comminuted shell, pebbles and shalis locally along the beach</p> <p>Ow Ongekonsolideerde wit sand met fynvergruisde skulp, rosiene en skulpe plaaslik langs die strand</p> <p>do Dolomite</p> <p>do Doleriet</p> <p>Dg Black to dark-grey shale, siltstone and thin sandstone; fossiliferous</p> <p>Dg Swart tot donkergrys skaie, silsteen en dun sandsteen; fossielhouend</p> <p>Dr Light-grey felspathic sandstone, siltstone and micaceous shale bands</p> <p>Dr Ligrys veldspatiese sandsteen, silsteen en mikahoudende skaie/lae</p> <p>Sc Dark-grey massive shale/siltstone with thin sandstone lenses</p> <p>Sc Donkergrys massiewe skaie/silsteen met dun sandsteenlense</p> <p>Sg Red-brown-weathering, thin-bedded quartzitic sandstone, thin shale beds in places</p> <p>Sg Rooibruinverwende, dungeelaagde kwartitiese sandsteen; dun skaie/lae plaas plek-plek</p> <p>Ss Light-grey, massively bedded, quartzitic sandstone, thin lenticular conglomerate and grit beds</p> <p>Ss Ligrys, massiefgeelaagde, kwartitiese sandsteen; dun lensingelae konglomerat- en grinsteinlae</p>	<p>Og Thinly bedded sandstone, siltstone and mudstone, mainly reddish</p> <p>Og Dungeelaagde sandsteen, silsteen en moddersteen, groterendeels rooierig</p> <p>Op Grey to reddish quartzitic sandstone with minor grit, conglomerate and reddish shale lenses</p> <p>Op Grijs tot rooierige kwartitiese sandsteen met ondergeskilde grinstein, konglomerat en rooierige skaie/lense</p> <p>Opa Grey-blue, massively bedded diamictite with erratics</p> <p>Opa Grysblou, massiefgeelaagde diamikiet met swerstiene</p> <p>Os Light-grey quartzitic sandstone with thin siltstone, shale and polymictic conglomerate beds</p> <p>Os Ligrys kwartitiese sandsteen met dun silsteen-, skaie- en polymiktiese konglomeratlae</p> <p>Ca Homblende lamprophyre</p> <p>Ca Homblendelamprofier</p> <p>Cg Granodiorite</p> <p>Cg Granodioriet</p> <p>Ck Quartz porphyry</p> <p>Ck Kwartsporfier</p> <p>Cm Conglomerate, grit and sandstone, often reddish brown</p> <p>Cm Konglomerat, grinstein en sandsteen, dikwels rooibruin</p> <p>Cpo Shale, mudstone and sandy shale, mainly reddish</p> <p>Cpo Skaie, moddersteen en sandrige skaie, groterendeels rooierig</p> <p>Cl Trachyte</p> <p>Cl Tregiet</p> <p>Granite: mainly coarse-grained porphyritic with fine-grained leucocratic, fine- to medium-grained porphyritic and medium-grained biotite variants</p> <p>Graniet: hoofsaaklik grofkorreling porfirities met fynkorrelige leucokratiese, fyn- tot mediumkorreling porfirities en mediumkorreling biotitiese variante</p> <p>N-Ca Granite: mainly coarse-grained porphyritic with fine-grained and hybridic variants</p> <p>N-Ca Graniet: hoofsaaklik porfirities, biotities met fynkorrelige en hibriediese variante</p> <p>N-Cd Granite: mainly coarse-grained porphyritic with porphyritic biotite, leucocratic, over-grained biotite and tourmaline-bearing variants, granodiorite</p> <p>N-Cd Graniet: hoofsaaklik grofkorreling porfirities met porfirities biotitiese, leucokratiese, gelykkorreling biotitiese en toermalynhoudende variante, grandodioriet</p> <p>N-CK Granite: mainly coarse-grained porphyritic with porphyritic biotite, fine-grained leucocratic, hybridic and medium-grained tourmaline-bearing variants</p> <p>N-CK Graniet: hoofsaaklik grofkorreling porfirities met porfirities biotitiese, fynkorreling leucokratiese, hibriediese en mediumkorrelige toermalynhoudende variante</p>	<p>N-Ci Granite: mainly coarse-grained porphyritic with porphyritic biotite and fine- to medium-grained leucocratic variants; quartz monzonite; adamellite; quartz porphyry</p> <p>N-Ci Graniet: hoofsaaklik grofkorreling porfirities met porfirities biotitiese en fyn- tot mediumkorreling leucokratiese variante; kwartsmonsoniet; adameliet; kwartsporfier</p> <p>N-Cp Granite: mainly porphyritic and biotite with fine- to medium-grained and hybridic variants</p> <p>N-Cp Graniet: hoofsaaklik porfirities en biotities met fyn- tot mediumkorrelige en hibriediese variante</p> <p>N-Cs Granite: mainly coarse-grained porphyritic with medium- to coarse-grained, fine-grained porphyritic, fine-grained leucocratic, hybridic, fine- to medium-grained tourmaline-bearing and coarse-grained biotite variants</p> <p>N-Cs Graniet: hoofsaaklik grofkorreling porfirities met medium- tot grofkorrelige, fynkorreling porfiritiese, fynkorreling leucokratiese, hibriediese, fyn- tot mediumkorreling toermalynhoudende en grofkorreling biotitiese variante</p> <p>Nb Schist and fine-grained greywacke with beds and lenses of quartz schist and limestone</p> <p>Nb Skaie en fynkorrelige growwak met lae en lense van kwartsskist en kalksteen</p> <p>Nbr Greenstone with dolomite () and chert lenses ()</p> <p>Nbr Groensteen met dolomiet- () en chertlense ()</p> <p>Nt Grey, felspathic conglomerate, grit and sandstone with minor shale</p> <p>Nt Grijs, veldspatiese konglomerat, grinstein en sandsteen met ondergeskilde skaie</p> <p>Nk Quartz schist with phyllite beds and minor limestone</p> <p>Nk Kwartsskist met filietlae en ondergeskilde kalksteen- en chloretsklense</p> <p>Nm Greywacke and phyllite with beds and lenses of quartz schist, limestone and grit; quartz-schist with occasional limestone lenses ()</p> <p>Nm Growwak en filiet met lae en lense van kwartsskist, kalksteen en grinstein; kwartsskistlense met enkele kalksteenlense ()</p> <p>Np Grit and greywacke</p> <p>Np Grinstein en growwak</p> <p>Npo Phyllite shale, schist and greywacke with dark-grey limestone, sporadic quartzitic sandstone beds and conglomerate beds</p> <p>Npo Filietiese skaie, skist en growwak met donkergrys kalksteen, sporadiese kwartitiese sandsteenlae en konglomeratlae</p> <p>Nt Greywacke, phyllite and quartzitic sandstone; interbedded lava and tuff ()</p> <p>Nt Growwak, filiet en kwartitiese sandsteen; tussengeleagde lava en tuff ()</p> <p>Ny Diorite and gabbro</p> <p>Ny Dioriët en gabbro</p> <p>Ow Indicates that Ow is underlain by Os</p> <p>Ow Dui aan dat Ow deur Os onderle word</p>
--	--	---



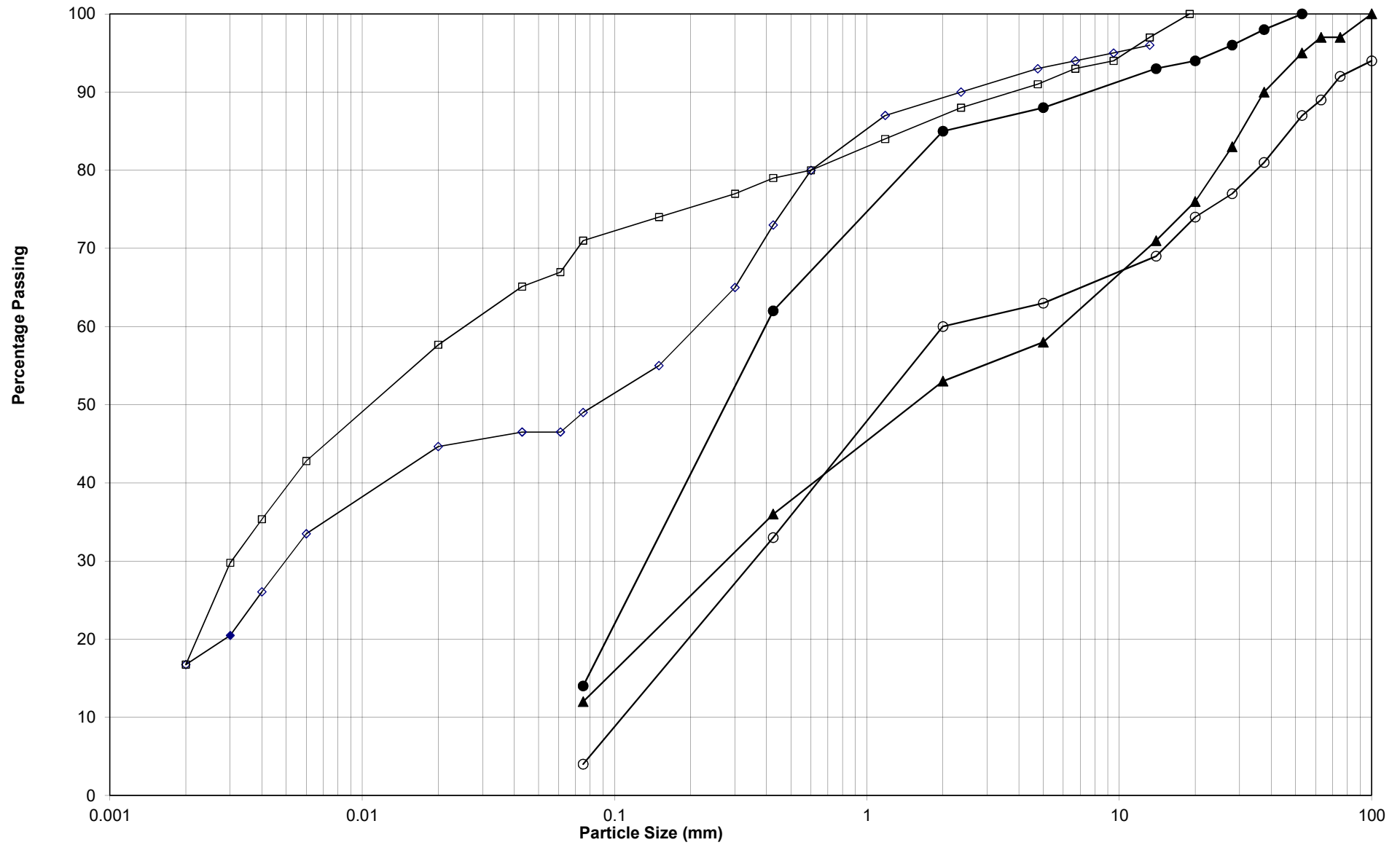
MOOIWATER:
FIGURE 5
Summary of Test Hole Soil Gradings
(Residual shale)



MOOIWATER:
FIGURE 6
Summary of Test Hole Soil Gradings
(Spoil materials)



MOOIWATER:
FIGURE 7
Summary of All Gradings



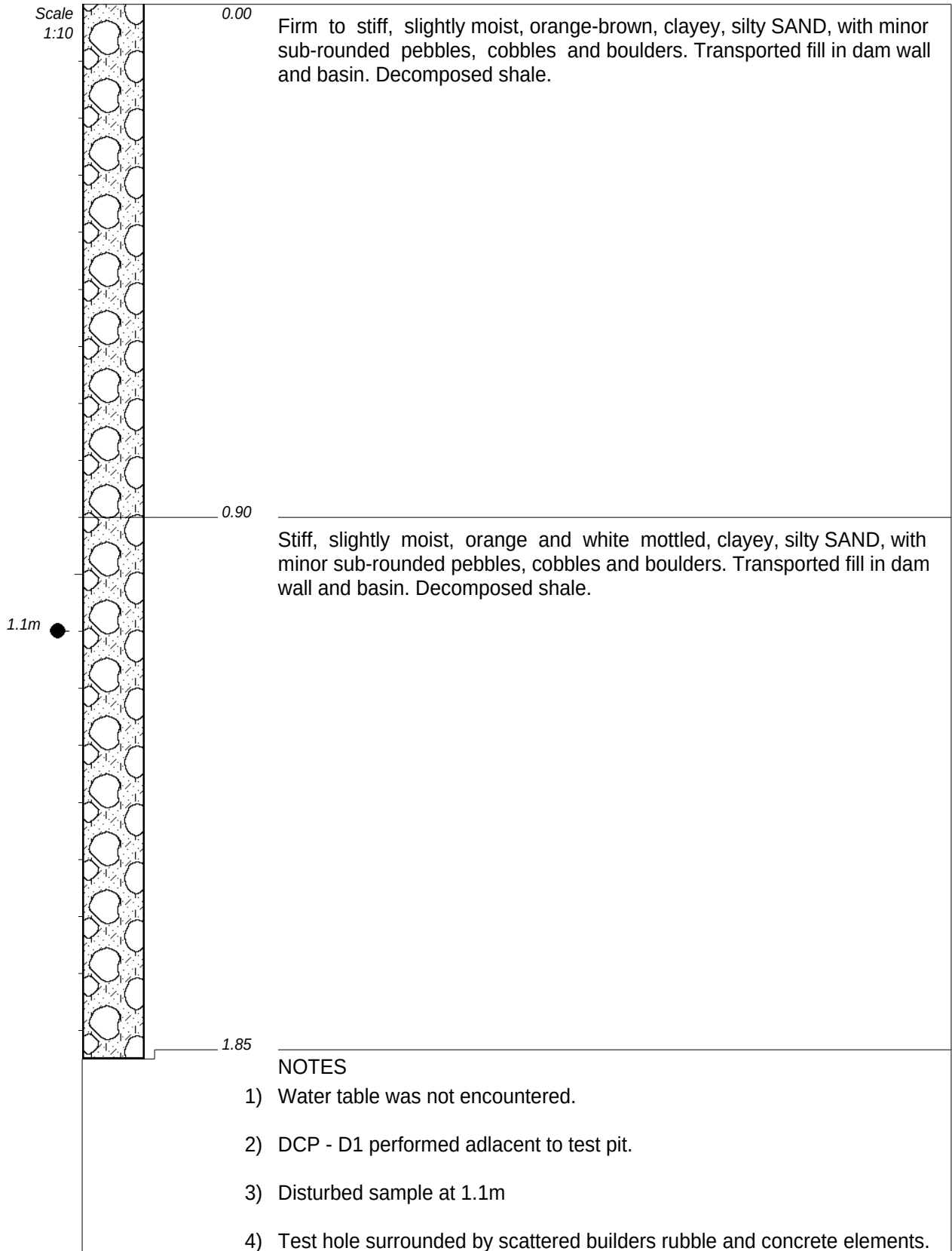
APPENDIX A

SOIL PROFILES

EAS INFRASTRUCTURE ENGINEERS (PTY) LTD
MOOIWATER TEMPORARY HOUSING SITE

HOLE No: Test Hole 1
Sheet 1 of 1

JOB NUMBER: C292



CONTRACTOR :
MACHINE : JCB-30X digger loader
DRILLED BY :
PROFIED BY : C Newsome
TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE : 31 October 2019
DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

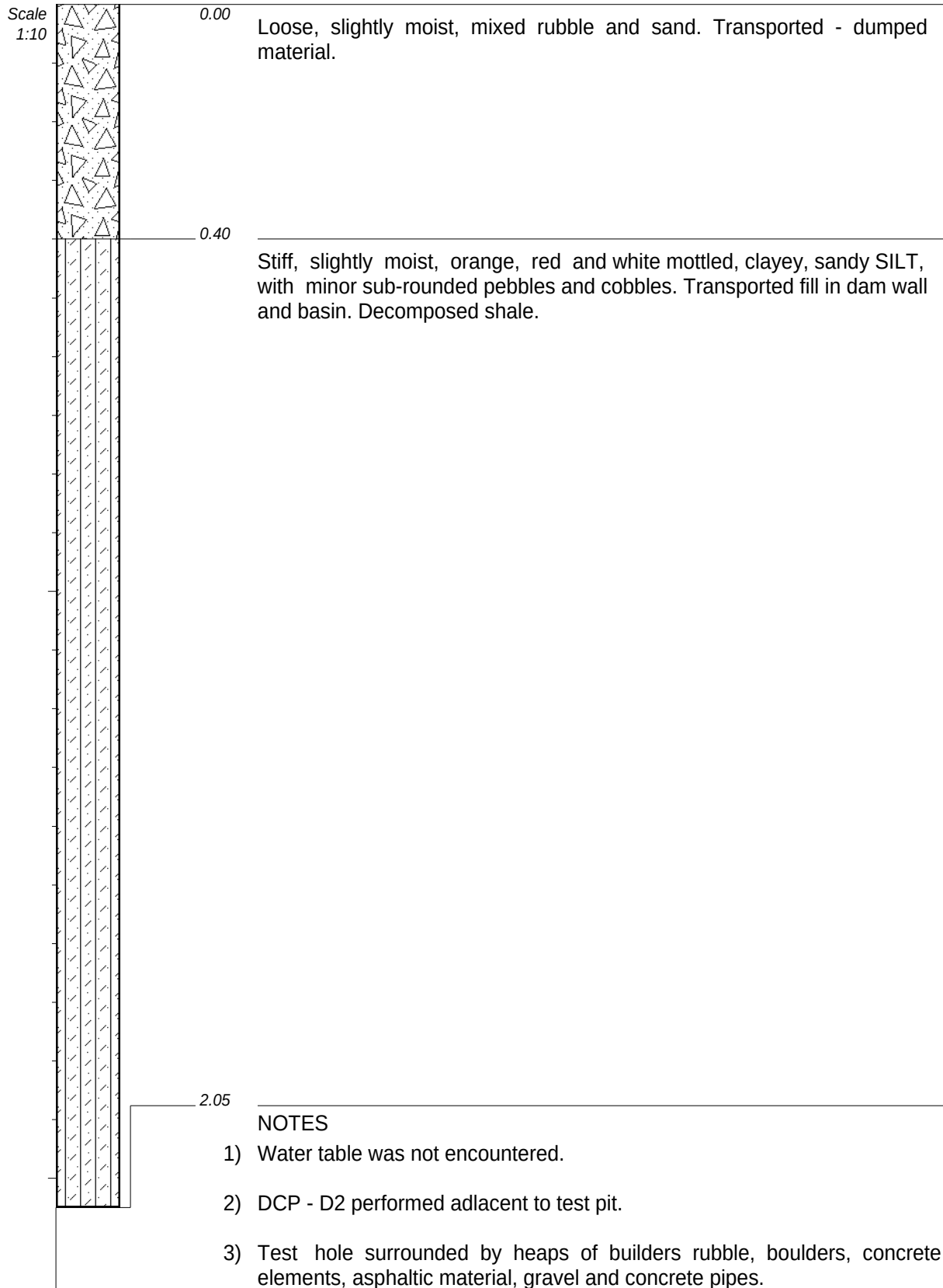
ELEVATION : 301.1
X-COORD :
Y-COORD :

HOLE No: Test Hole 1

EAS INFRASTRUCTURE ENGINEERS (PTY) LTD
MOOIWATER TEMPORARY HOUSING SITE

HOLE No: Test Hole 2
Sheet 1 of 1

JOB NUMBER: C292



CONTRACTOR :
MACHINE : JCB-30X digger loader
DRILLED BY :
PROFILED BY : C Newsome
TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE : 31 October 2019
DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

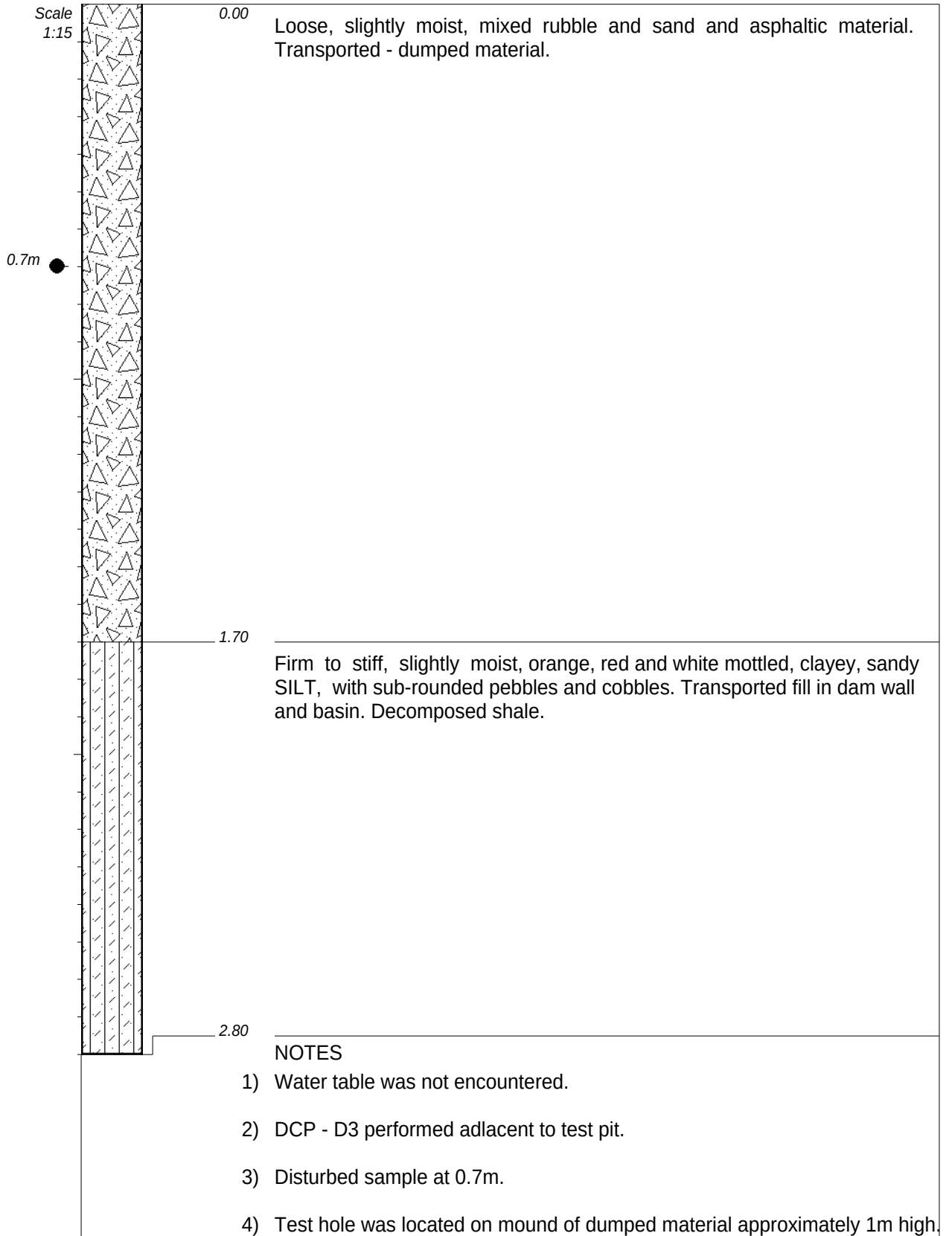
ELEVATION : 299.4
X-COORD :
Y-COORD :

HOLE No: Test Hole 2

EAS INFRASTRUCTURE ENGINEERS (PTY) LTD
MOOIWATER TEMPORARY HOUSING SITE

HOLE No: Test Hole 3
Sheet 1 of 1

JOB NUMBER: C292



CONTRACTOR :
MACHINE : JCB-30X digger loader
DRILLED BY :
PROFIED BY : C Newsome
TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE : 31 October 2019
DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

ELEVATION : 299.6
X-COORD :
Y-COORD :

HOLE No: Test Hole 3

EAS INFRASTRUCTURE ENGINEERS (PTY) LTD
MOOIWATER TEMPORARY HOUSING SITE

HOLE No: Test Hole 4
Sheet 1 of 1

JOB NUMBER: C292

Scale
1:15



Loose, slightly moist, light orange, brown and white mottled, mixture of sand and clayey silt with sub-rounded pebbles and cobbles . Transported - dumped material.

Loose, slightly moist, grey-brown, mixture of sand, clay, boulders and rubble with some householed refuse and plastic. Transported - dumped material.

NOTES

- 1) Water table was not encountered.
- 2) DCP - D4 performed adlacent to test pit.
- 3) Test hole was located on mound of dumped material approximately 0.7m high.

CONTRACTOR :
MACHINE : JCB-30X digger loader
DRILLED BY :
PROFILED BY : C Newsome
TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE : 31 October 2019
DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

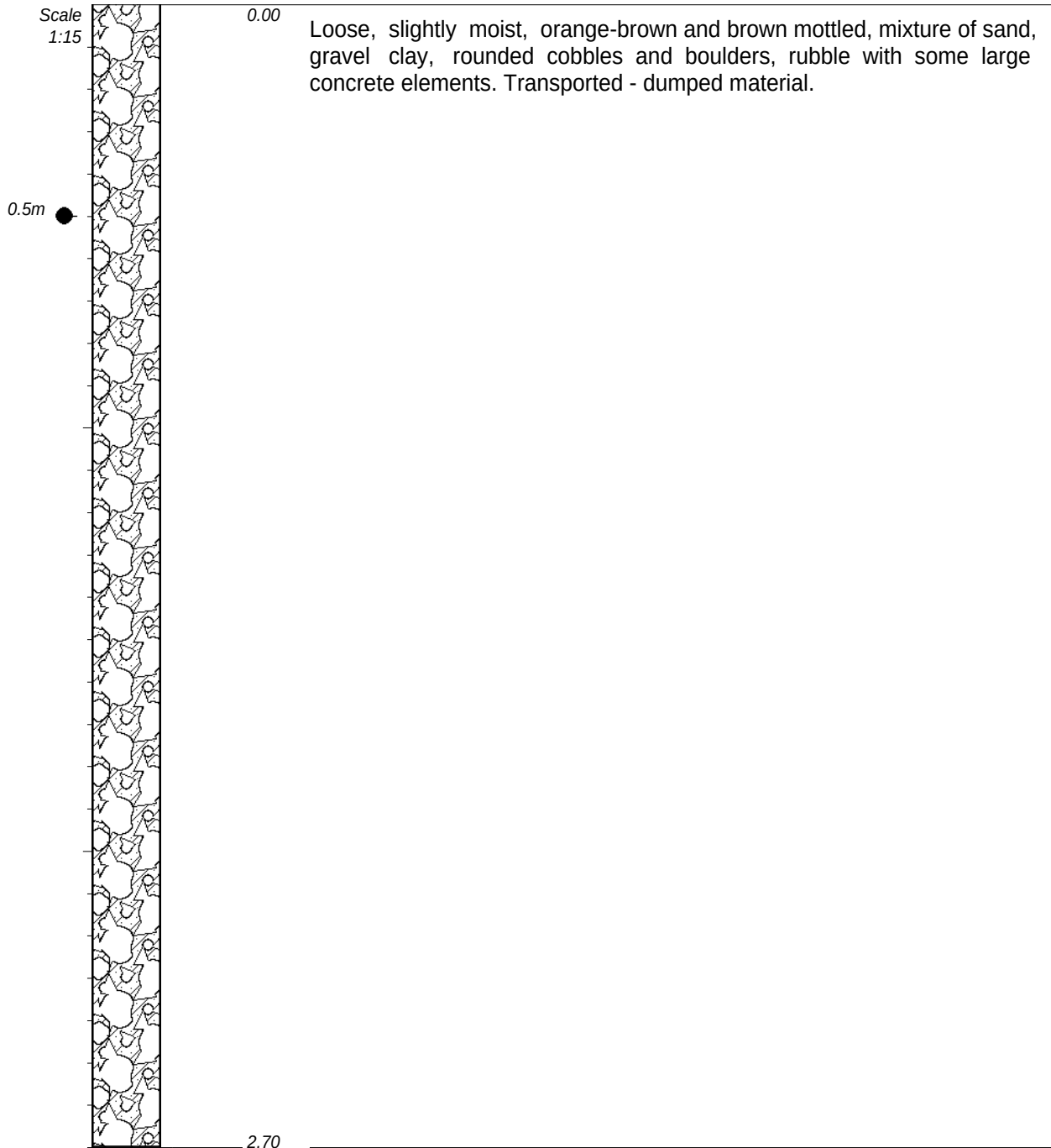
ELEVATION : 303.0
X-COORD :
Y-COORD :

HOLE No: Test Hole 4

EAS INFRASTRUCTURE ENGINEERS (PTY) LTD
MOOIWATER TEMPORARY HOUSING SITE

HOLE No: Test Hole 5
Sheet 1 of 1

JOB NUMBER: C292



NOTES

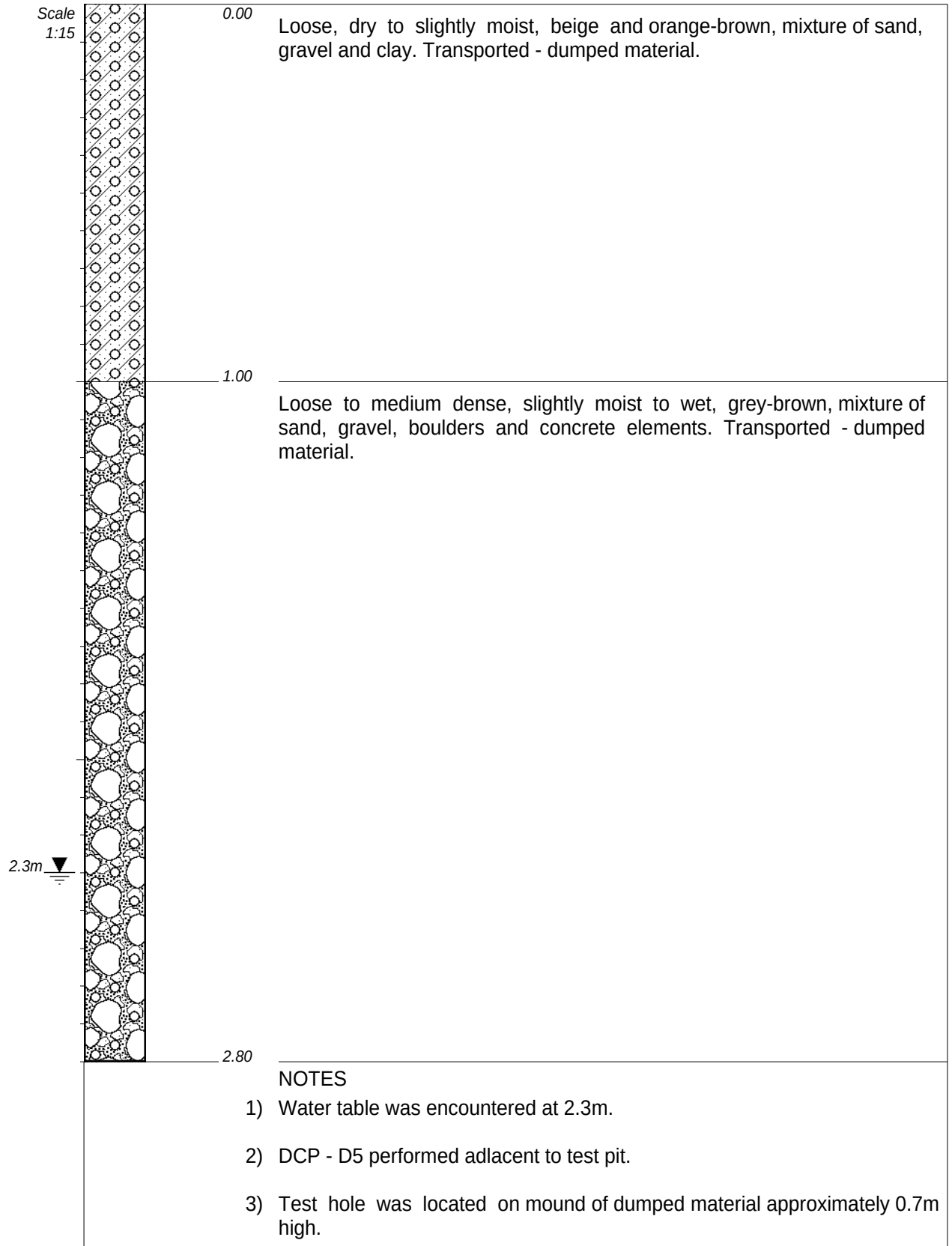
- 1) Water table was not encountered.
- 2) Disturbed sample at 0.5m.

CONTRACTOR :
MACHINE : JCB-30X digger loader
DRILLED BY :
PROFILED BY : C Newsome
TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE : 31 October 2019
DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

ELEVATION : 304.7
X-COORD :
Y-COORD :

HOLE No: Test Hole 5

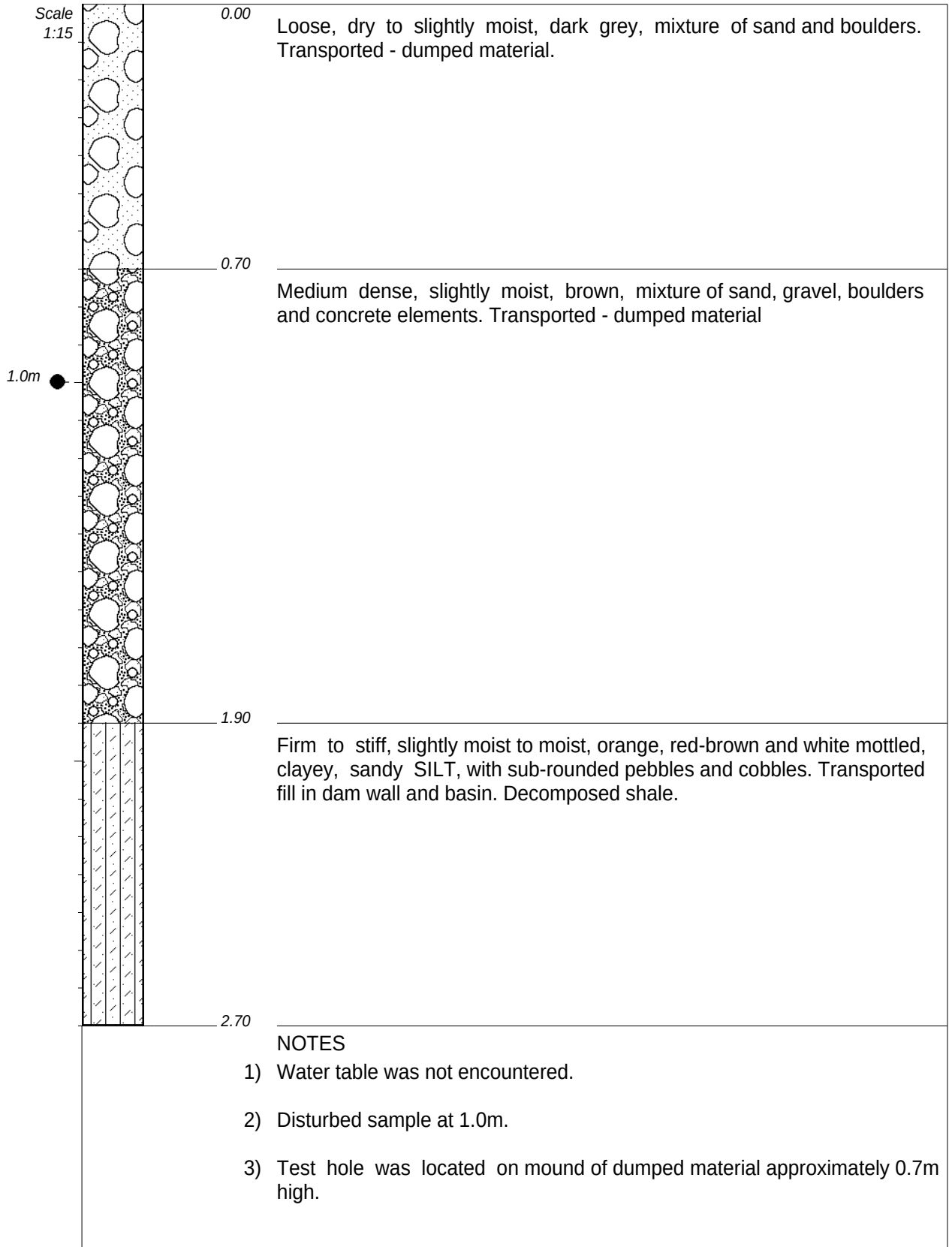


CONTRACTOR :
MACHINE : JCB-30X digger loader
DRILLED BY :
PROFIED BY : C Newsome
TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE : 31 October 2019
DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

ELEVATION : 302.2
X-COORD :
Y-COORD :

HOLE No: Test Hole 6

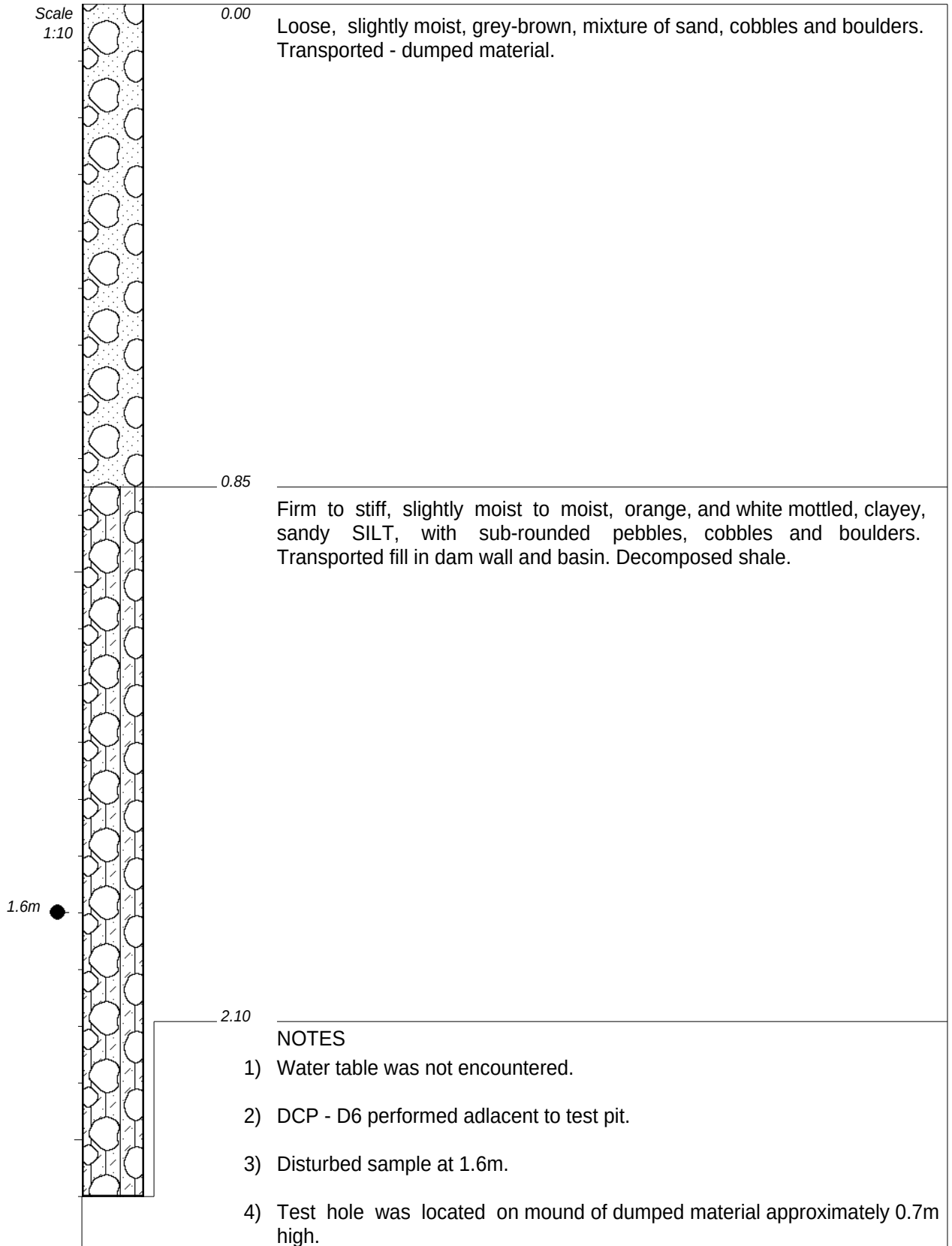


CONTRACTOR :
MACHINE : JCB-30X digger loader
DRILLED BY :
PROFIED BY : C Newsome
TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE : 31 October 2019
DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

ELEVATION : 303.0
X-COORD :
Y-COORD :

HOLE No: Test Hole 7



CONTRACTOR :
MACHINE : JCB-30X digger loader
DRILLED BY :
PROFILED BY : C Newsome
TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE : 31 October 2019
DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

ELEVATION : 303.8
X-COORD :
Y-COORD :

HOLE No: Test Hole 8

EAS INFRASTRUCTURE ENGINEERS (PTY) LTD
MOOIWATER TEMPORARY HOUSING SITE

HOLE No: Test Hole 9
Sheet 1 of 1

JOB NUMBER: C292

Scale
1:10



0.00

Loose to medium dense, slightly moist to very moist, brown and orange-brown, mixture of sand, clay, cobbles and boulders, rubble, household refuse, plastic, rotting fabrics, wood and paper. Transported - dumped material.

2.00

NOTES

- 1) Water table was not encountered.
- 2) DCP - D7 was performed adjacent to test pit.
- 3) Test pit was located at the base of a high fill slope.

CONTRACTOR :
MACHINE : JCB-30X digger loader
DRILLED BY :
PROFIED BY : C Newsome
TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE : 31 October 2019
DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

ELEVATION : 303.1
X-COORD :
Y-COORD :

HOLE No: Test Hole 9

EAS INFRASTRUCTURE ENGINEERS (PTY) LTD
MOOIWATER TEMPORARY HOUSING SITE

LEGEND
Sheet 1 of 1

JOB NUMBER: C292

	BOULDERS	{SA01}
	GRAVEL	{SA02}
	SAND	{SA04}
	SANDY	{SA05}
	SILT	{SA06}
	SILTY	{SA07}
	CLAY	{SA08}
	CLAYEY	{SA09}
	RUBBLE	{SA31}
	CONCRETE	{SA34}
	PERMANENT WATER TABLE	{SA35}
	DISTURBED SAMPLE	{SA38}
<div>10.5</div> <div>Name</div>		

CONTRACTOR :
MACHINE :
DRILLED BY :
PROFIED BY :

TYPE SET BY :
SETUP FILE : STANDARD.SET

INCLINATION :
DIAM :
DATE :
DATE :

DATE : 22/11/2019 16:28
TEXT : C:\dot7000\MOOTH.txt

ELEVATION :
X-COORD :
Y-COORD :

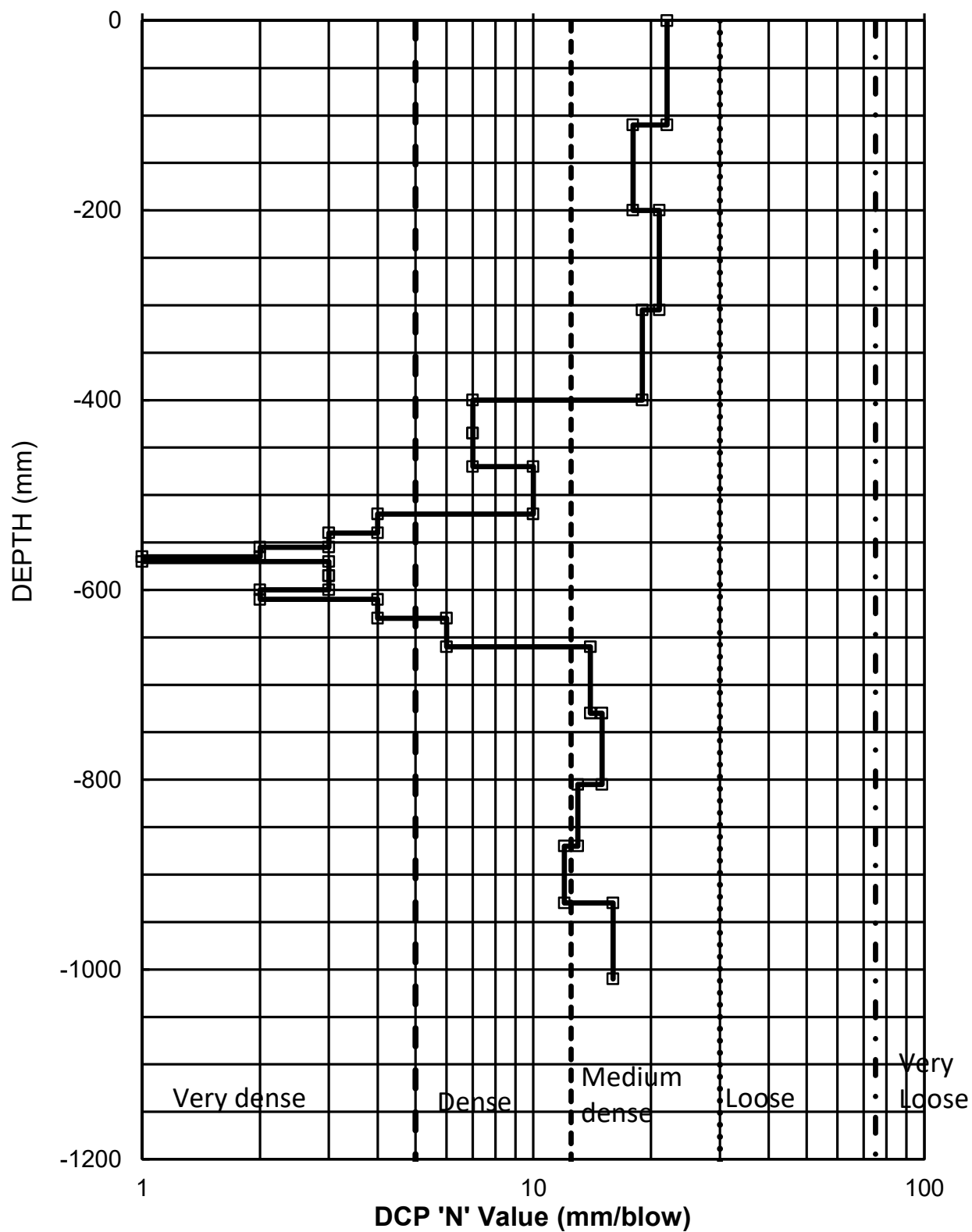
LEGEND
SUMMARY OF SYMBOLS

APPENDIX B

DCP PROFILES

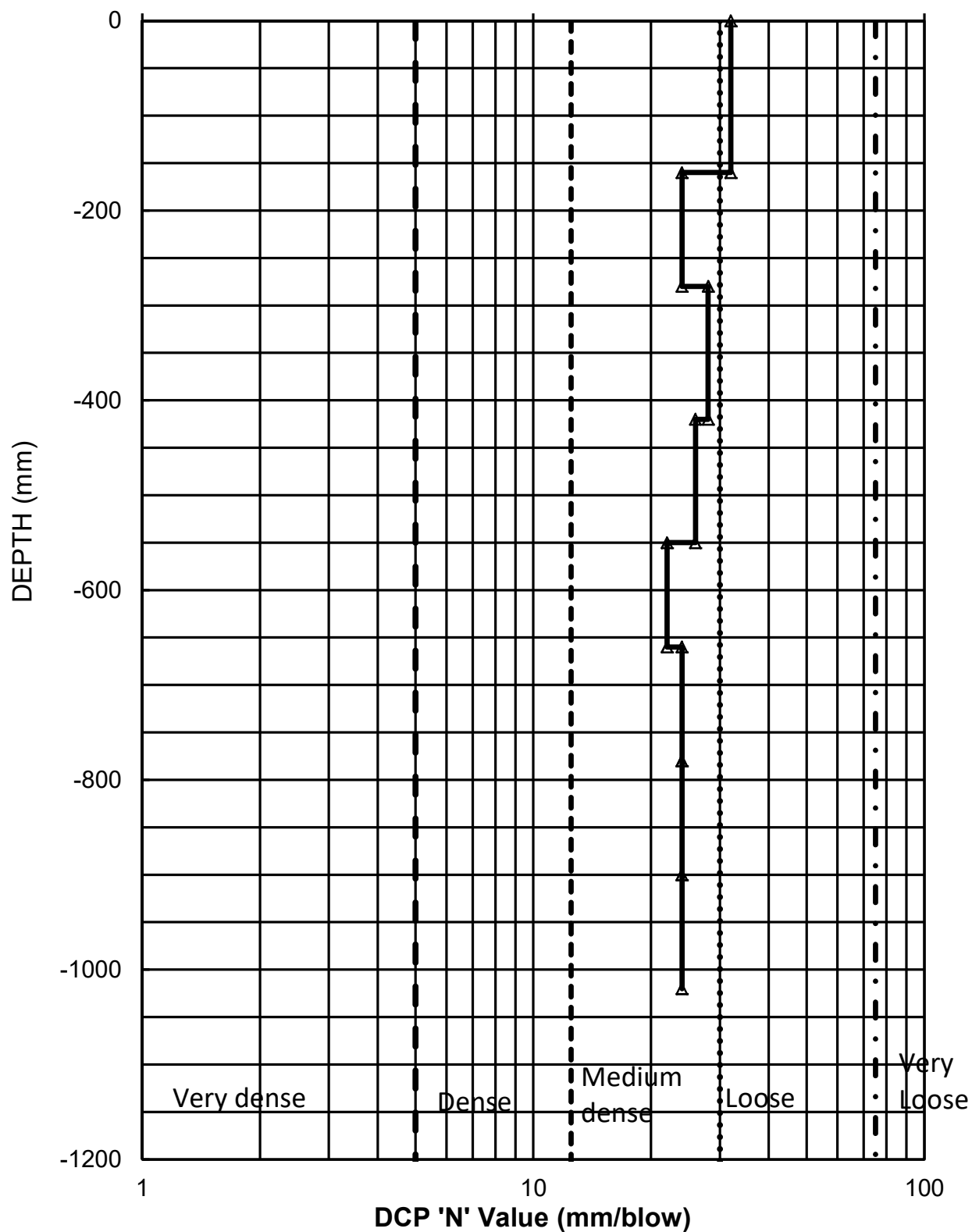
MOOIWATER

DCP 1 : DCP Values



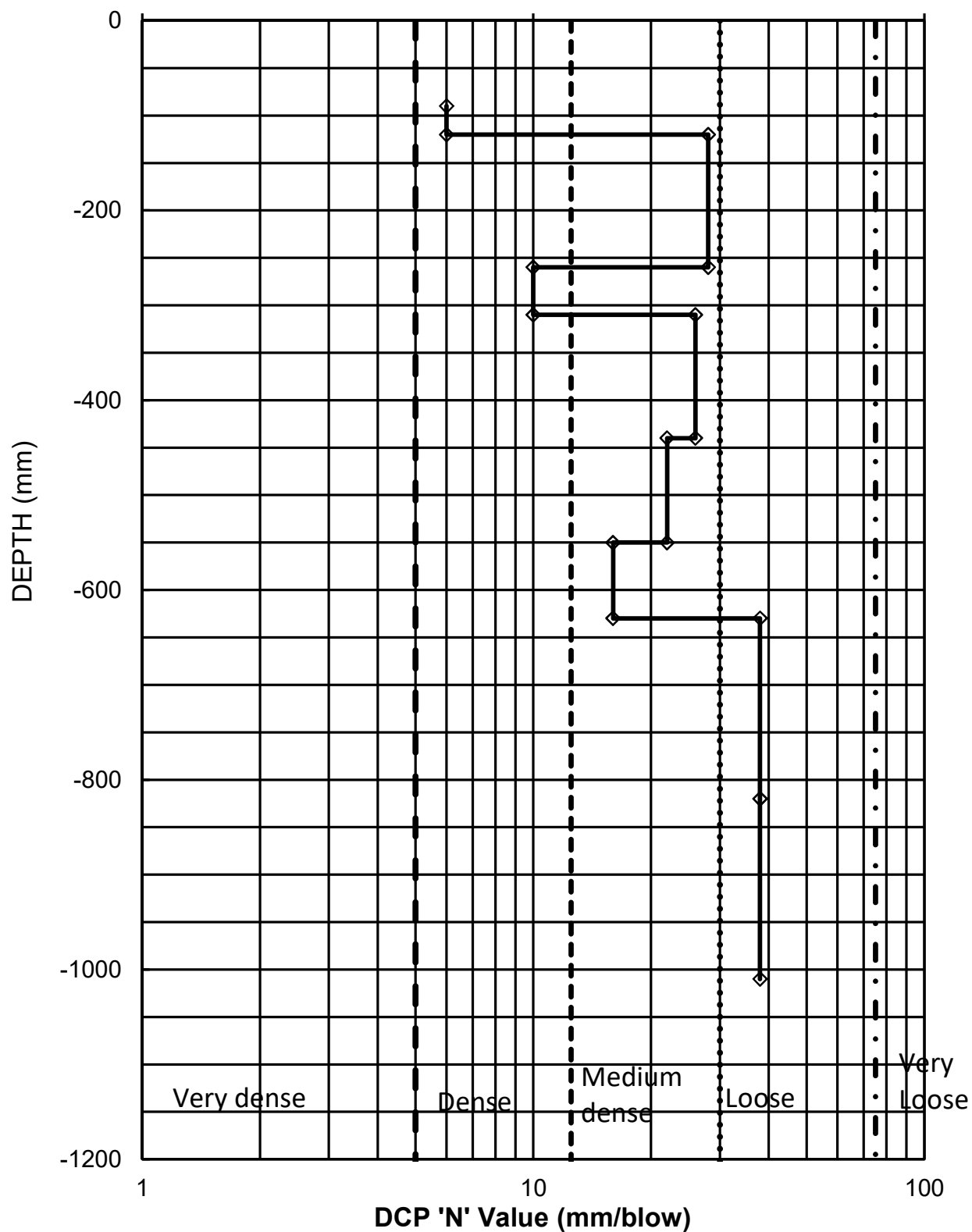
--- Dense - - - Medium Dense Loose - . - Very Loose 0 —□— D1

MOOIWATER DCP 2 : DCP Values



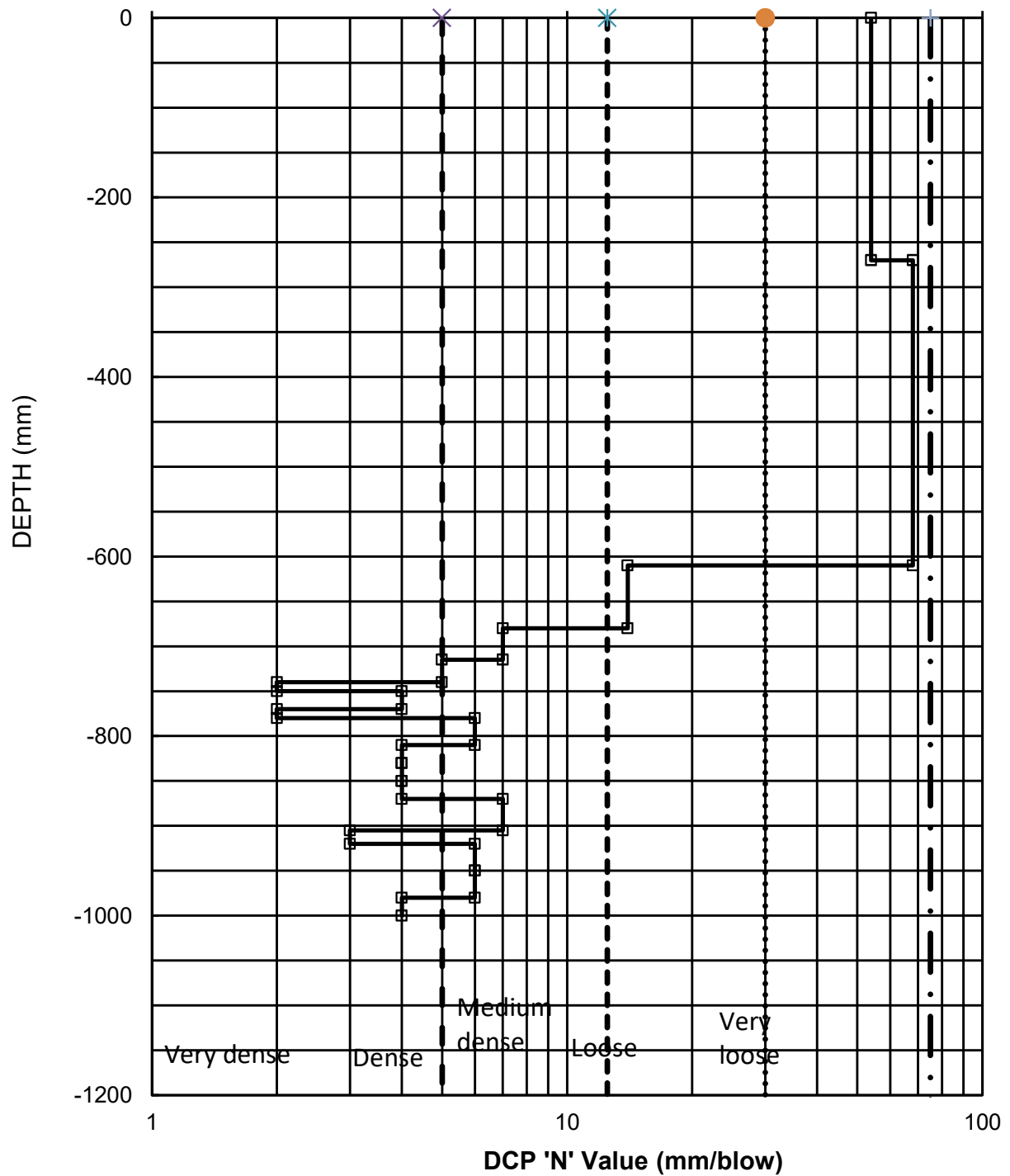
— Dense - - - Medium Dense Loose - . - Very Loose 0 —▲— D2

MOOIWATER DCP 3 : DCP Values



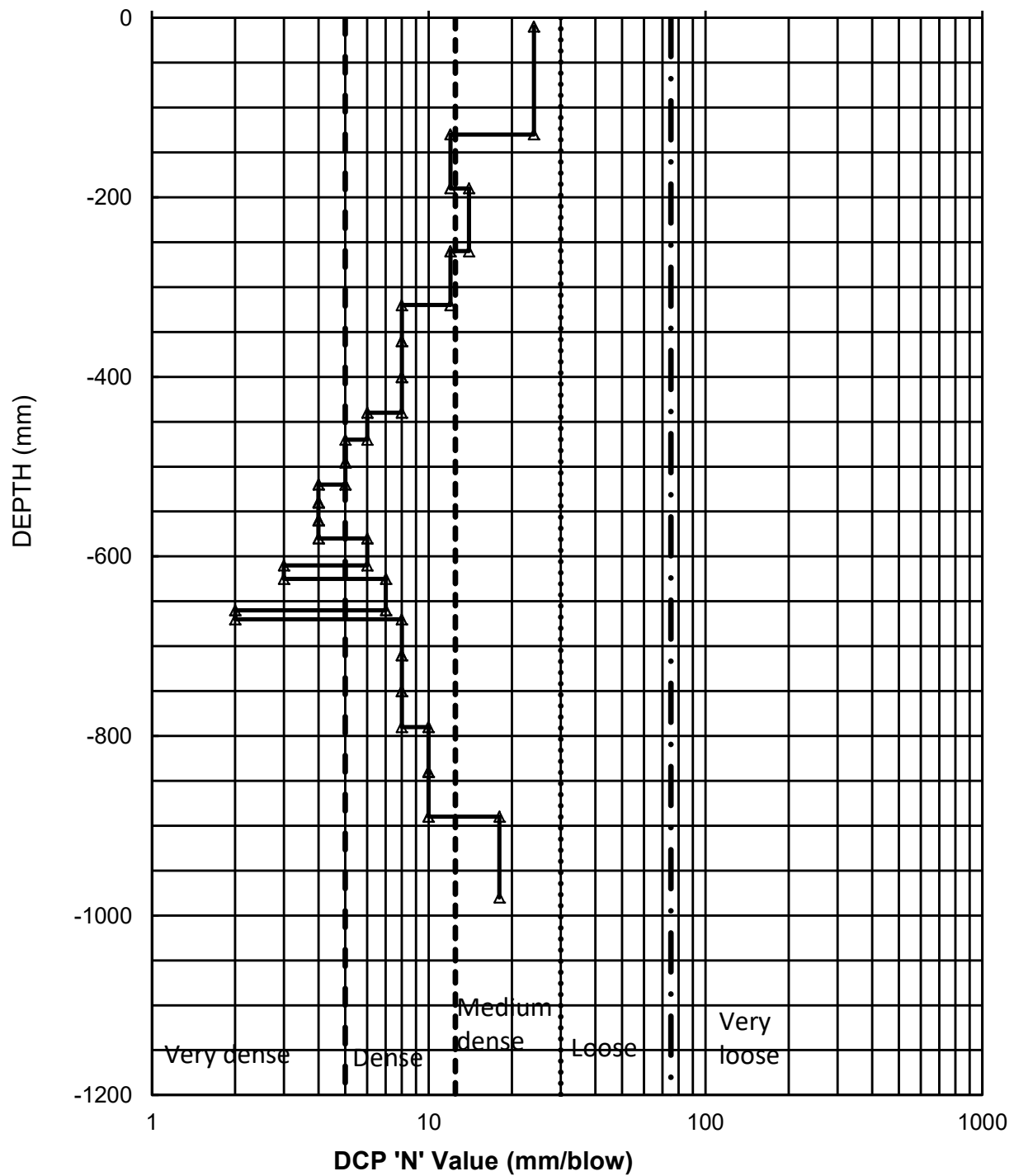
— Dense - - - Medium Dense Loose - . - Very Loose 0 —◆— D3

MOOIWATER DCP 4 : DCP Values



- | | | |
|----------------|----------------|------------------|
| —▲— Very Dense | —x— Dense | —*— Medium Dense |
| ...●... Loose | —+— Very Loose | —□— D4 |

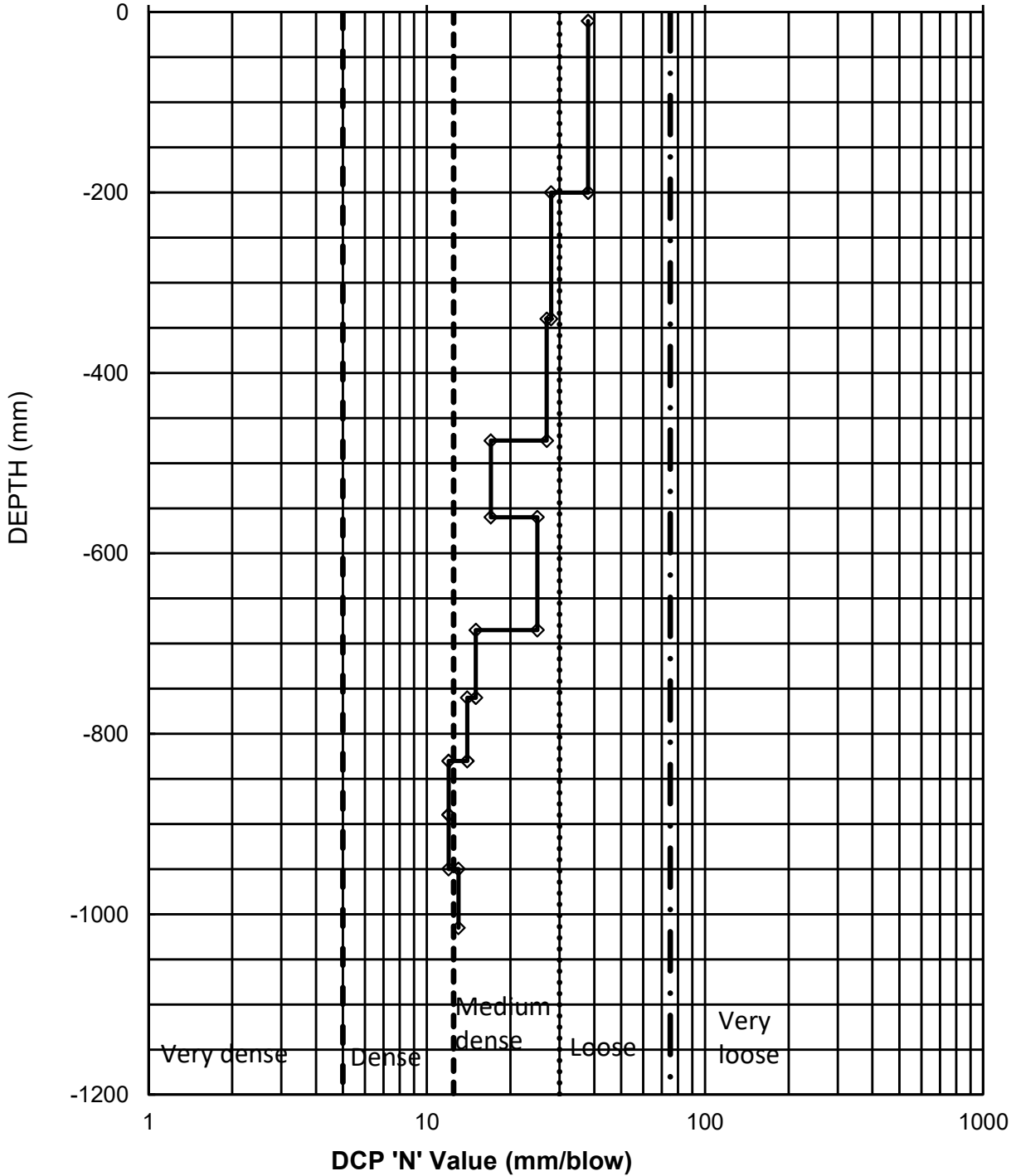
MOOIWATER DCP 5 : DCP Values



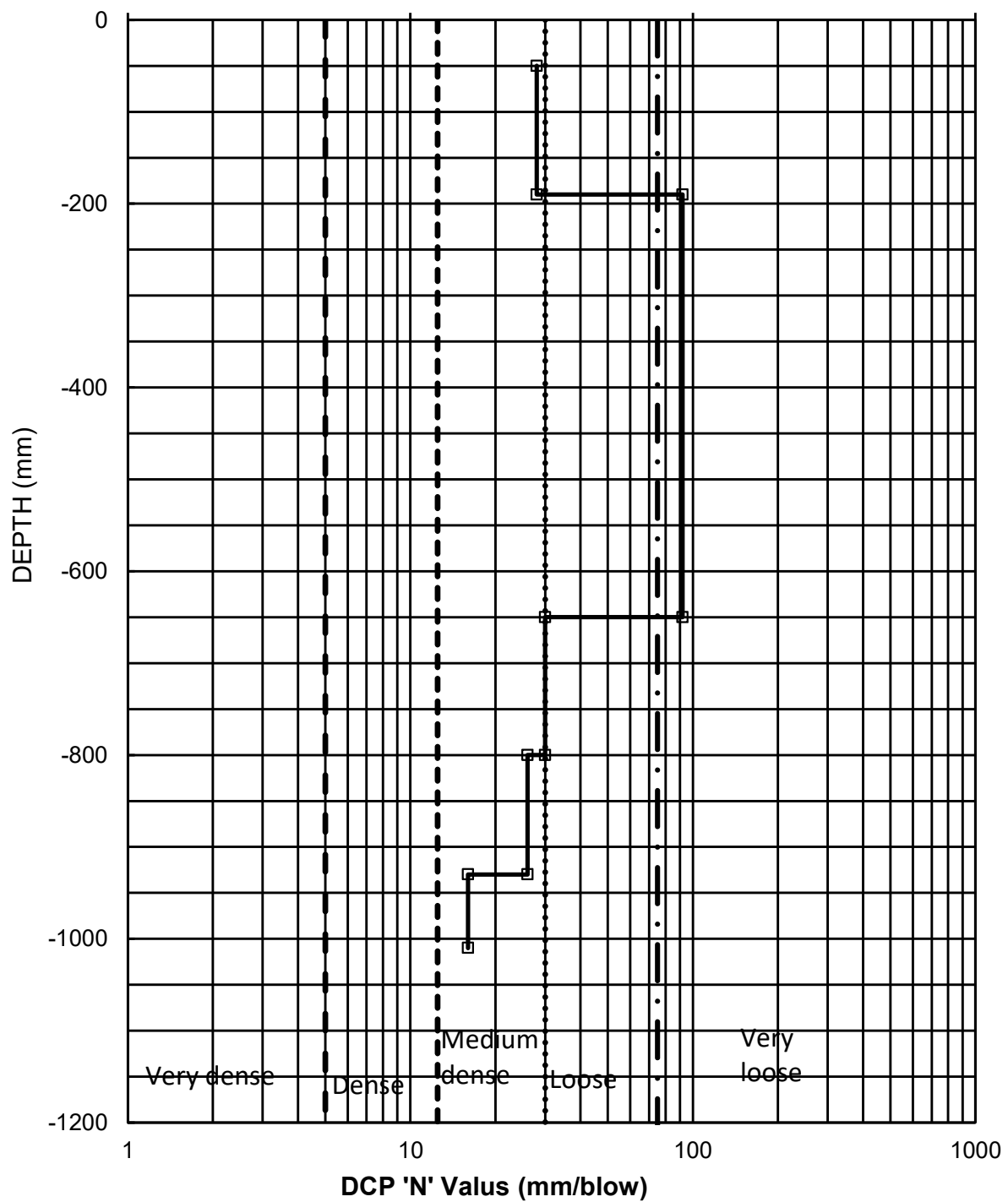
Very Dense Dense Medium Dense
 Loose Very Loose 0 D5

MOOIWATER

DCP 6 : DCP Values

 D6

MOOIWATER DCP 7 : DCP Values



Very Dense

Dense

Medium Dense

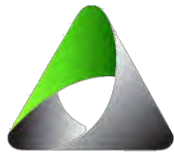
Loose

Very Loose 0

D7

APPENDIX C

LABORATORY TEST RESULTS



STEYN-WILSON
LABORATORIES

CIVIL ENGINEERING TESTING LABORATORIES



11 Gooderson Road Blackheath

PO Box 58 Blackheath 7581

Tel: 021 905 0435

Fax: 086 499 9482

Email: admin@steynwilson.co.za

Web: www.steynwilson.co.za

Client: **Clive Newsome**

Project: Mooi Water

Attention: Mr C Newsome

Your Ref. No: -

Date Reported 11.11.19

TEST REPORT REFERENCE NUMBER / JOB NUMBER :

SWL08185

Dear Sir / Madam

Herewith please find the original reports pertaining to the above mentioned project.

Test Requested

Site Sampling and Materials Information

3 x MDD / CBR / IND

Sampling Method TMH5 MB1

Environmental Condition Sunny

Deviation from the prescribed test method

Responsibility of information disclaimer

FINAL REPORT

We would like to take this opportunity to thank you for your valued support.

Should you have any further enquiries please don't hesitate to contact me.

Yours Faithfully

STEYN-WILSON LABORATORIES (PTY) LTD

Remarks:

- Information contained herein is confidential to STEYN-WILSON PTY LTD and the addressee
- Opinions & Interpretations are not included in our schedule of Accreditation.
- The samples were subjected and analysed according to SANS 3001.
- The results reported relate only to the sample tested, Further use of the attached information is not the responsibility or liability of STEYN-WILSON LABORATORIES (PTY) LTD.
- This document is the correct record of all measurements made, and may not be reproduced other than with full written approval from a director of STEYN-WILSON LABORATORIES (PTY) LTD.
- Measuring equipment is traceable to national standards (Where applicable).
- Should there be any deviation from the prescribed test method comments will be made thereof, pertaining to the test on the relevant materials report.
- Uncertainty of measurement is calculated and corresponds to a coverage probability of approximately 95%. Available on request.
- The decision rule states that the measurement of uncertainty can be applied by the customer to the test results, on request. It is not the responsibility or liability of STEYN-WILSON LABORATORIES (PTY) LTD.

Mr. R. Wilson
Technical Signatory

DIRECTORS: Mr. J. Steyn ND-Civil (Managing) | Mr. R. Wilson B-Tech Civil (Operations)

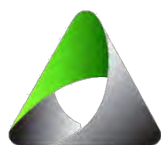
FINANCIAL MANAGER: Mr. D. Erasmus CA (SA)

LABORATORY MANAGER: Mr. K. Booysen

OPERATION MANAGER: Mr. J Brits

GEOTECHNICAL MANAGER: Mr. F Coetzee

QUALITY MANAGER: Mrs. M Steyn E-Com I Tech



STEYN-WILSON
LABORATORIES

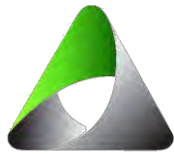


11 Gooderson Road Blackheath
PO Box 58 Blackheath 7581
Tel: 021 905 0435
Fax: 086 499 9482
Email: admin@steynwilson.co.za
Web: www.steynwilson.co.za

CIVIL ENGINEERING TESTING LABORATORIES

JOB NO:	SWL08185	Your Ref	-	Date	11.11.19	
Clive Newsome 10 Spoon Street Lakeside 7945 ATTENTION: Mr C Newsome			PROJECT: Mooi Water			
TMH5 MD1, MD2 / SANS 3001 GR1, PR5, GR10, GR12, GR30, GR40						
The unambiguous description of the sample/s as received are as follows :						
SAMPLE No.	10928	SPEC	10929	SPEC	10930	SPEC
HOLE No. / SV. / CHAINAGE	TP 1	G10	TP 3, 0.5 - 1.0m	G10	TP 5, 0.3 - 0.6m	G6
ROAD No. OR NAME	-		-		-	
LAYER TESTED / SAMPLED FROM	-		-		-	
DATE RECEIVED	31.10.19		31.10.19		31.10.19	
CLIENTS MARKING	-		-		-	
DESCRIPTION OF SAMPLE (COLOUR & TYPE)	Orange Brown White Silty Clay		Mix Dark Brown Orange Sandy Clayey Rubble		Dark Brown Silty Sand with Boulders and Pebbles	
REDUCTION FACTOR / RF CHECK	1,0000		0,0567		0,0614	
	0,08	< 1%	0,08	< 1%	0,06	< 1%
SIEVE ANALYSIS (mm) SANS 3001 GR1	100,0	100	100		94	
	75,0	100	100		92	
	63,0	100	100		89	
	53,0	100	100		87	
	37,5	100	98	-	81	-
	28,0	100	96	-	77	-
	20,0	100	94	-	74	-
	14,0	98	93	-	69	-
	5,00	94	88	-	63	-
	2,00	91	85	-	60	-
	0,425	83	62	-	33	-
	0,075	63	14	-	4	-
ATTERBERG LIMITS SANS 3001 GR10, GR12	LL%	42	-	NP	-	-
	P.I.	12,9	-	NP	-	≤ 12
	LS%	6,6	-	0.0	-	≤ 5
	GM	0,63	-	1,39	-	2,6 ≥ GM ≥ 1,2
SOIL-MORTAR PERCENTAGES SANS 3001 PR5	Coarse sand	8	28		44	
	Fine sand	23	56		48	
	Coarse fine sand	9	29		25	
	Medium fine sand	9	20		17	
	Fine fine sand	5	8		6	
	Silt and clay	69	16		7	
	Coarse sand ratio	0,1	0,3		0,4	
MOD AASHTO SANS 3001 GR30	OMC%	12,4	10,4		8,4	
	MDD(KG/M³)	1872	2112		2220	
C.B.R. SANS 3001 GR40	COMP MC	12,1	10,1		8,1	
	% SWELL	0,8	0.0	-	0.0	1,00
	100%	3	12	-	38	-
	98%	3	10	-	32	-
	97%	3	9	-	30	-
	95%	2	8	-	25	25
	93%	2	6	-	22	-
	90%	2	5	-	17	-
Conductivity (TMH1 A21T)						
PH (TMH1 A20)						
TEST TYPE		SANS - MOD.CBR.IND		SANS - MOD.CBR.IND		SANS - MOD.CBR.IND
REMARKS / NOTES						

NOTE: All tests marked with (*) means that those test methods are not accredited.



STEYN-WILSON
LABORATORIES

CIVIL ENGINEERING TESTING LABORATORIES



11 Gooderson Road Blackheath

PO Box 58 Blackheath 7581

Tel: 021 905 0435

Fax: 086 499 9482

Email: admin@steynwilson.co.za

Web: www.steynwilson.co.za

Client: **Clive Newsome**

Project: Mooi Water

Attention: Mr C Newsome

Your Ref. No: -

Date Reported 11.11.19

TEST REPORT REFERENCE NUMBER / JOB NUMBER :

SWL08185

Dear Sir / Madam

Herewith please find the original reports pertaining to the above mentioned project.

Test Requested

Site Sampling and Materials Information

2 x MDD / CBR / IND

Sampling Method TMH5 MB1

Environmental Condition Sunny

Deviation from the prescribed
test method

Responsibility of information
disclaimer

FINAL REPORT

We would like to take this opportunity to thank you for your valued support.

Should you have any further enquiries please don't hesitate to contact me.

Yours Faithfully

STEYN-WILSON LABORATORIES (PTY) LTD

Remarks:

- Information contained herein is confidential to STEYN-WILSON PTY LTD and the addressee
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- The samples were subjected and analysed according to SANS 3001.
- The results reported relate only to the sample tested, Further use of the attached information is not the responsibility or liability of STEYN-WILSON LABORATORIES (PTY) LTD.
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- Should there be any deviation from the prescribed test method comments will be made thereof, pertaining to the test on the relevant materials report.
- Uncertainty of measurement is calculated and corresponds to a coverage probability of approximately 95%. Available on request.
- The decision rule states that the measurement of uncertainty can be applied by the customer to the test results, on request. It is not the responsibility or liability of STEYN-WILSON LABORATORIES (PTY) LTD.

Mr. R. Wilson
Technical Signatory

DIRECTORS: Mr. J. Steyn ND-Civil (Managing) | Mr. R. Wilson B-Tech Civil (Operations)

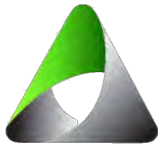
FINANCIAL MANAGER: Mr. D. Erasmus CA (SA)

LABORATORY MANAGER: Mr. K. Booysen

OPERATION MANAGER: Mr. J Brits

GEOTECHNICAL MANAGER: Mr. F Coetzee

QUALITY MANAGER: Mrs. M Steyn E-Com I Tech



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CIVIL ENGINEERING TESTING LABORATORIES

JOB NO: SWL08185 Your Ref: - Date: 11.11.19

Clive Newsome
10 Spoon Street
Lakeside
7945

PROJECT: Mooi Water

ATTENTION: Mr C Newsome

TMH5 MD1, MD2 / SANS 3001 GR1, PR5, GR10, GR12, GR30, GR40

The unambiguous description of the sample/s as received are as follows :

SAMPLE No.		10931	SPEC	10932	SPEC		
HOLE No. / SV. / CHAINAGE		TP 7, 0.8 - 1.2m	G6	TP 8, 1.5 - 1.7m	G8		
ROAD No. OR NAME		-		-			
LAYER TESTED / SAMPLED FROM		-		-			
DATE RECEIVED		31.10.19		31.10.19			
CLIENTS MARKING		-		-			
DESCRIPTION OF SAMPLE (COLOUR & TYPE)		Red Brown Silty Sand Mix with Building Rubble		Orange Brown White Silty Clayey Soil with Cobbles and Pebbles			
REDUCTION FACTOR / RF CHECK		0,0783		0,0638			
		0,06	< 1%	0,07	< 1%		
SIEVE ANALYSIS (mm) SANS 3001 GR1	100,0	100		100			
	75,0	97		95			
	63,0	97		91			
	53,0	95		90			
	37,5	90	-	88	-		
	28,0	83	-	87	-		
	20,0	76	-	85	-		
	14,0	71	-	81	-		
	5,00	58	-	75	-		
	2,00	53	-	71	-		
	0,425	36	-	62	-		
	0,075	12	-	39	-		
ATTERBERG LIMITS SANS 3001 GR10, GR12	LL%	NP	-	35	≤ 7		
	P.I.	NP	≤ 12	17,7	≤ 12		
	LS%	0.0	≤ 5	8,7	-		
	GM	1,99	2.6 ≥ GM ≥ 1.2	1,27	2.7 ≥ GM ≥ 0.75		
SOIL-MORTAR PERCENTAGES SANS 3001 PR5	Coarse sand	31		13			
	Fine sand	46		31			
	Coarse fine sand	21		14			
	Medium fine sand	17		12			
	Fine fine sand	8		5			
	Silt and clay	23		55			
	Coarse sand ratio	0,3		0,1			
MOD AASHTO SANS 3001 GR30	OMC%	8,2		12,2			
	MDD(KG/M³)	2204		1972			
C.B.R. SANS 3001 GR40	COMP MC	7,9		11,9			
	% SWELL	0.0	1,00	1,24	1,50		
	100%	60	-	18	-		
	98%	50	-	15	-		
	97%	47	-	15	-		
	95%	40	25	13	-		
	93%	33	-	11	10		
	90%	26	-	9	-		
Conductivity (TMH1 A21T)							
PH (TMH1 A20)							
TEST TYPE		SANS - MOD.CBR.IND		SANS - MOD.CBR.IND			
REMARKS / NOTES							

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Email: admin@steynwilson.co.za
Web: www.steynwilson.co.za

Client: **Clive Newsome**
Project: Mooiwater - Franschoek
Attention: Mr C Newsome
Your Ref. No: -
Date Reported: 01.11.19

TEST REPORT REFERENCE NUMBER / JOB NUMBER :

SWL08185

Dear Sir / Madam

Herewith please find the original reports pertaining to the above mentioned project.

Test Requested

7 x DCP tests

Site Sampling and Materials Information

Test Method TMH6 Method ST6

Environmental Condition Sunny

Deviation from the prescribed test method

Responsibility of information disclaimer

FINAL REPORT

We would like to take this opportunity to thank you for your valued support.
Should you have any further enquiries please don't hesitate to contact me.

Yours Faithfully

STEYN-WILSON LABORATORIES (PTY) LTD

Remarks:

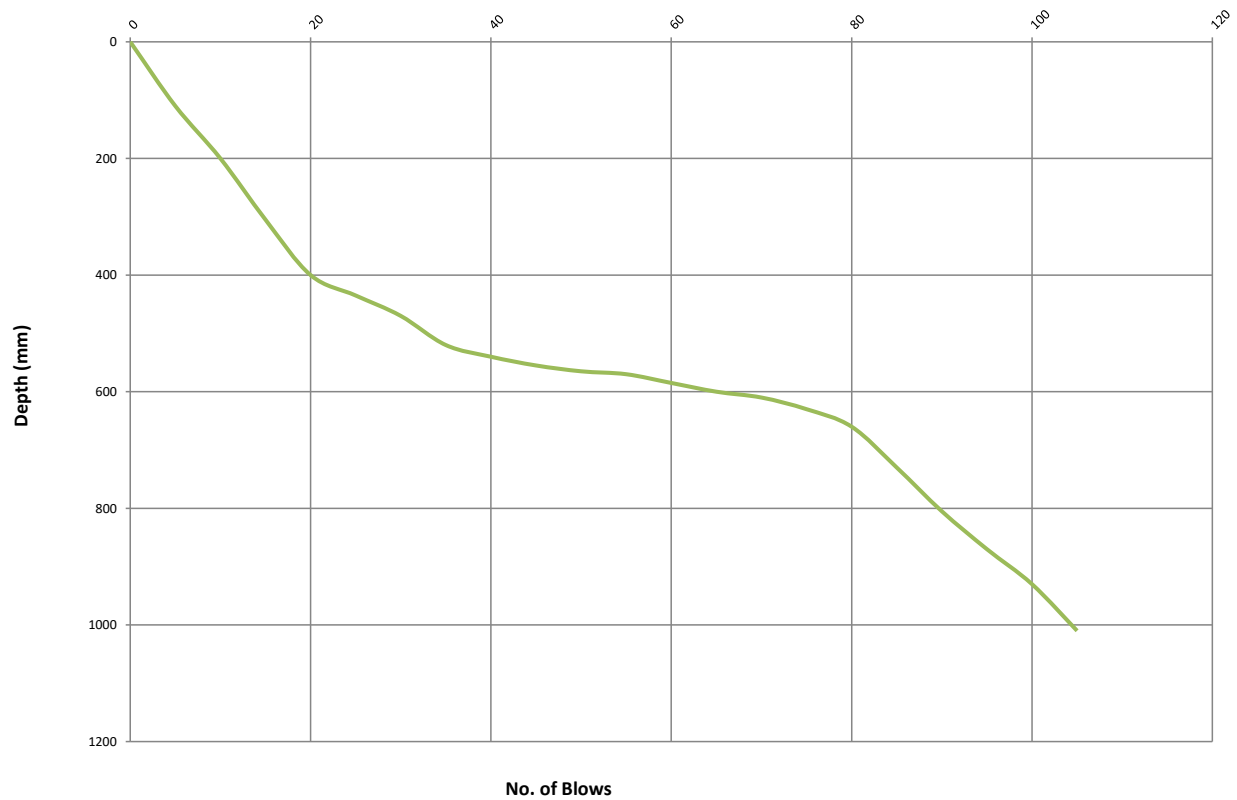
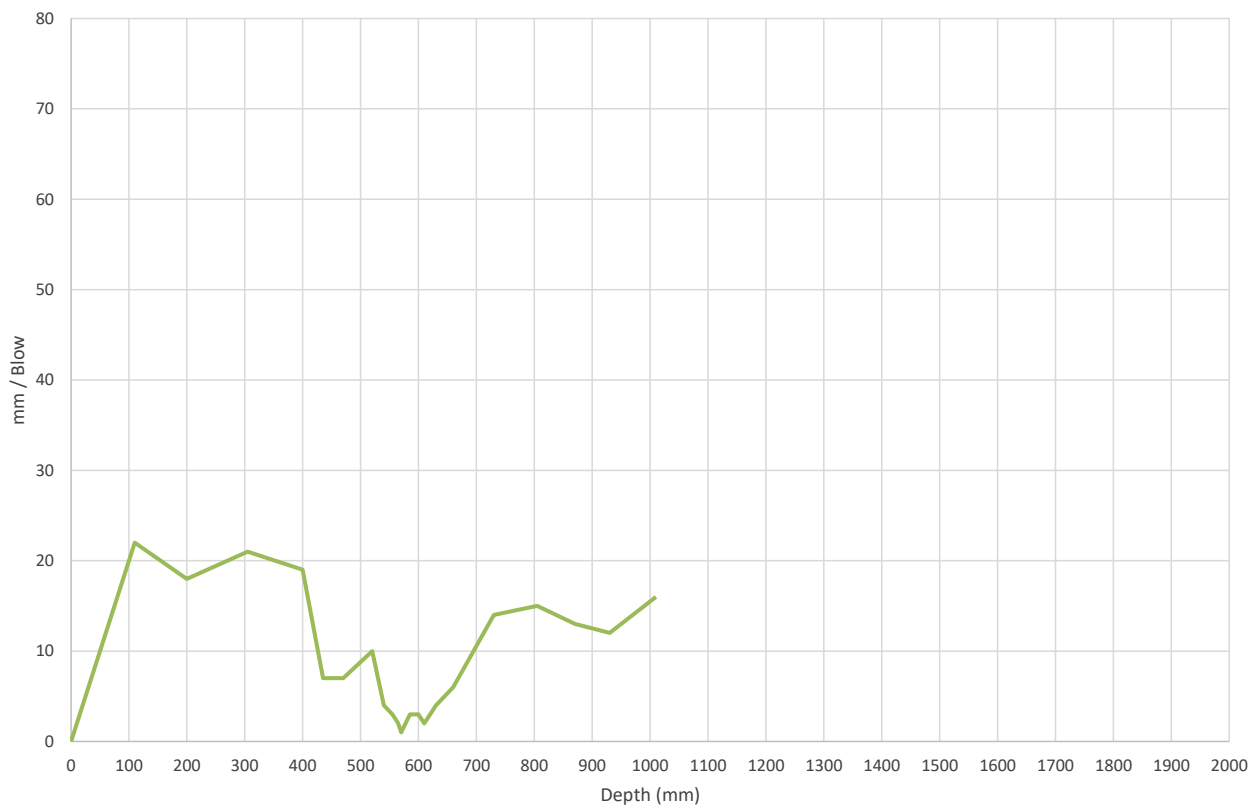
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Mr. K. Booysen
Technical Signatory

DIRECTORS: Mr. J. Steyn ND-Civil (Managing) | Mr. R. Wilson B-Tech Civil (Operations)
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OPERATION MANAGER: Mr. J. Brits
GEOTECHNICAL MANAGER: Mr. F. Coetzee
QUALITY MANAGER: Mrs. M. Steyn E-Com I Tech

JOB No:	SWL08185	Ref. No:	-	Date:	01.11.19
Client	Clive Newsome 10 Spoon Street Lakeside 7945				
Attention:	Mr C Newsome				
DYNAMIC CONE PENETROMETER TMH6 ST6					
PROJECT:	Mooiwater - Franschoek	LEVEL:	NGL		
TEST POSITION:	DCP - D1	FOUNDATION:	N/A		
TEST DEPTH:	DCP 1 m (This is a standard accredited Method)	STARTING DEPTH:	30mm		
MATERIAL TYPE:	Sandy Materials	Max. penetration depth:	1010mm		
CONSTRUCTION TYPE:	Structural	REFUSAL:	None		
INSTRUMENT (DCP) SET No:	1m DCP - BT2 - 0014	NOB/TEST:	5		
Number of Blows	Depth (mm)	Corrective Depth (mm)	Penetration Tempo	Structure Nr. (dn) mm/blow	
0	30	0			
5	140	110	110	22	
10	230	200	90	18	
15	335	305	105	21	
20	430	400	95	19	
25	465	435	35	7	
30	500	470	35	7	
35	550	520	50	10	
40	570	540	20	4	
45	585	555	15	3	
50	595	565	10	2	
55	600	570	5	1	
60	615	585	15	3	
65	630	600	15	3	
70	640	610	10	2	
75	660	630	20	4	
80	690	660	30	6	
85	760	730	70	14	
90	835	805	75	15	
95	900	870	65	13	
100	960	930	60	12	
105	1040	1010	80	16	

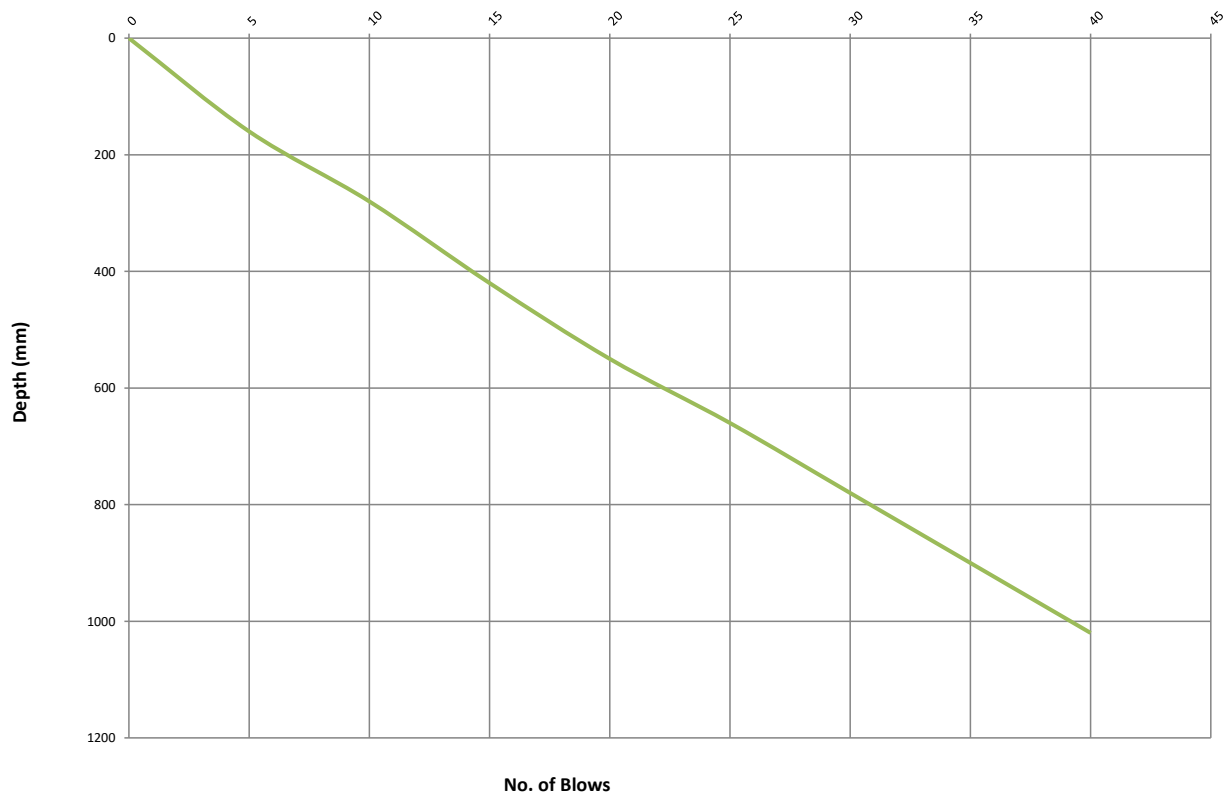
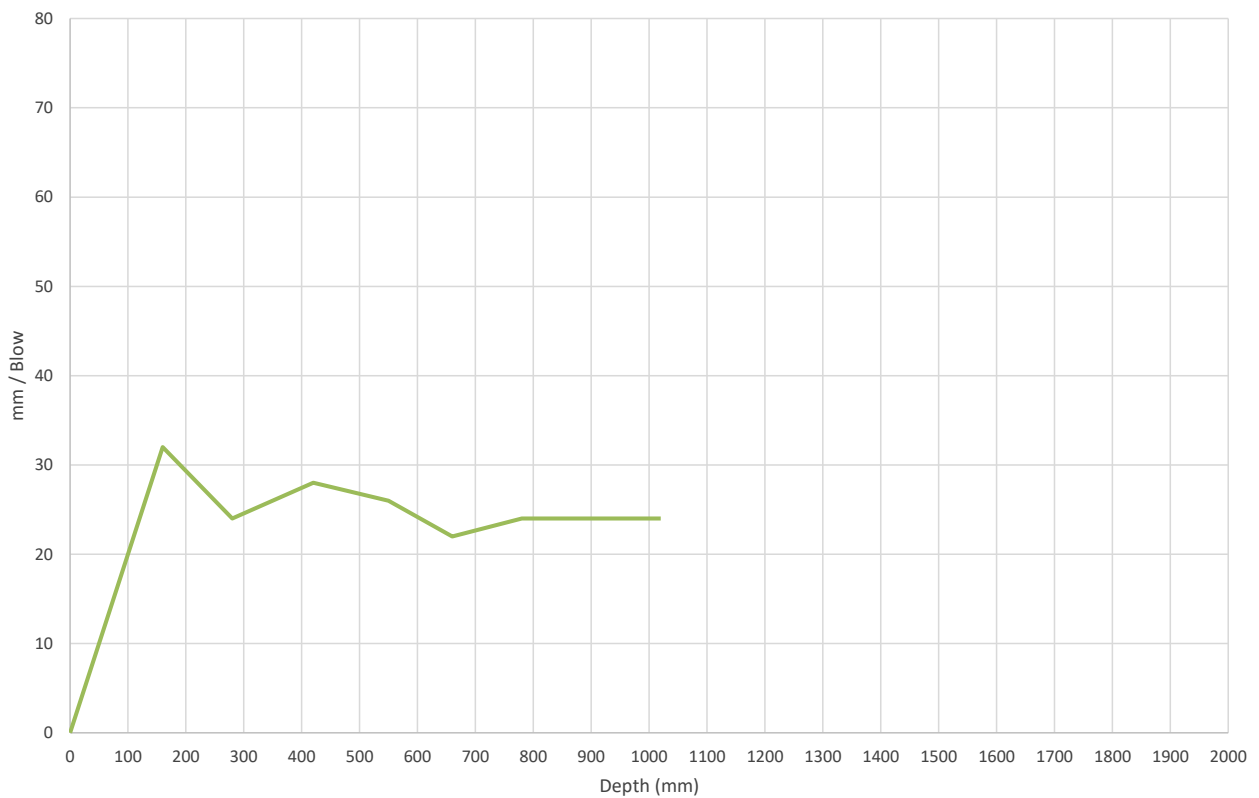
GRAPHICAL REPRESENTATION / DYNAMIC CONE PENETROMETER TMH6 ST6



NOTE: All tests marked with (*) means that those test methods are not accredited.

JOB No:	SWL08185	Ref. No:	-	Date:	01.11.19
Client	Clive Newsome 10 Spoon Street Lakeside 7945				
Attention:	Mr C Newsome				
DYNAMIC CONE PENETROMETER TMH6 ST6					
PROJECT:	Mooiwater - Franschoek			LEVEL:	NGL
TEST POSITION:	DCP - D2			FOUNDATION:	N/A
TEST DEPTH:	DCP 1 m (This is a standard accredited Method)			STARTING DEPTH:	30mm
MATERIAL TYPE:	Sandy Materials			Max. penetration depth:	1020mm
CONSTRUCTION TYPE:	Structural			REFUSAL:	None
INSTRUMENT (DCP) SET No:	1m DCP - BT2 - 0014			NOB/TEST:	5
Number of Blows	Depth (mm)	Corrective Depth (mm)	Penetration Tempo	Structure Nr. (dn) mm/blow	
0	30	0			
5	190	160	160	32	
10	310	280	120	24	
15	450	420	140	28	
20	580	550	130	26	
25	690	660	110	22	
30	810	780	120	24	
35	930	900	120	24	
40	1050	1020	120	24	

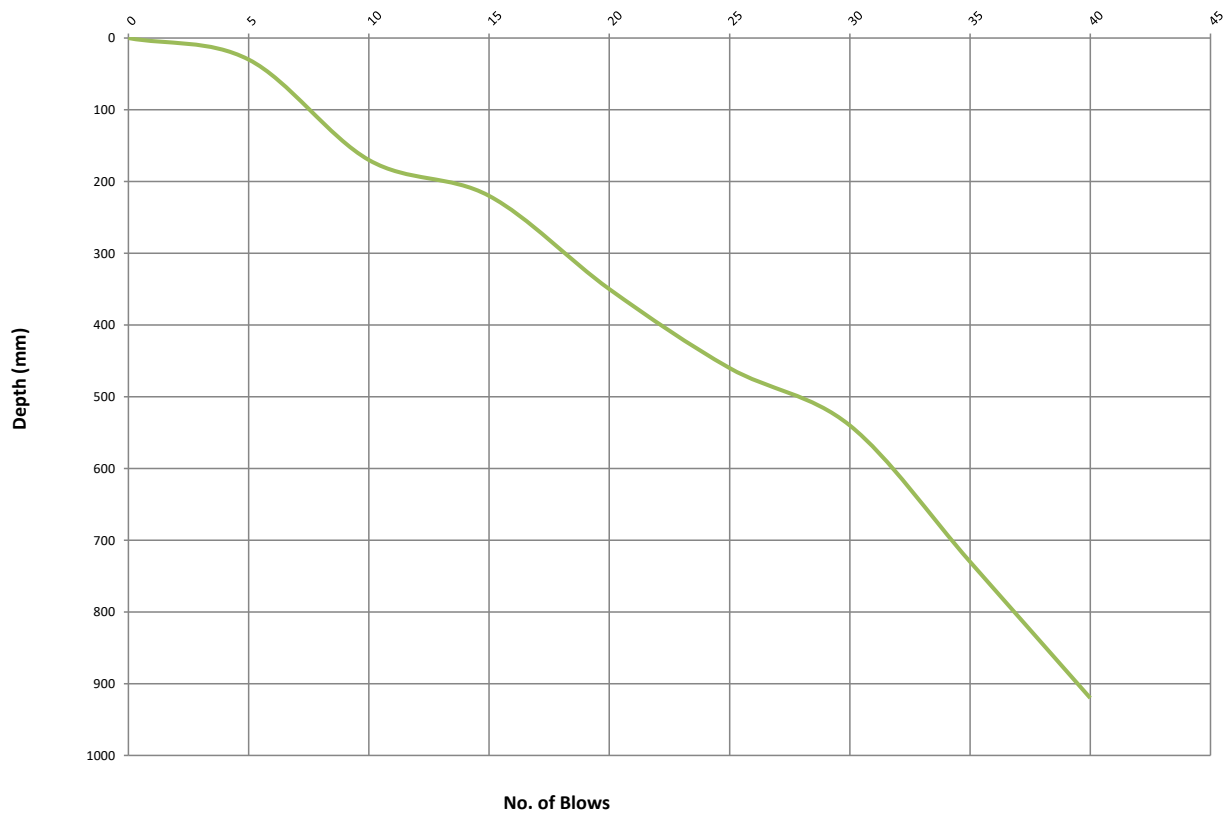
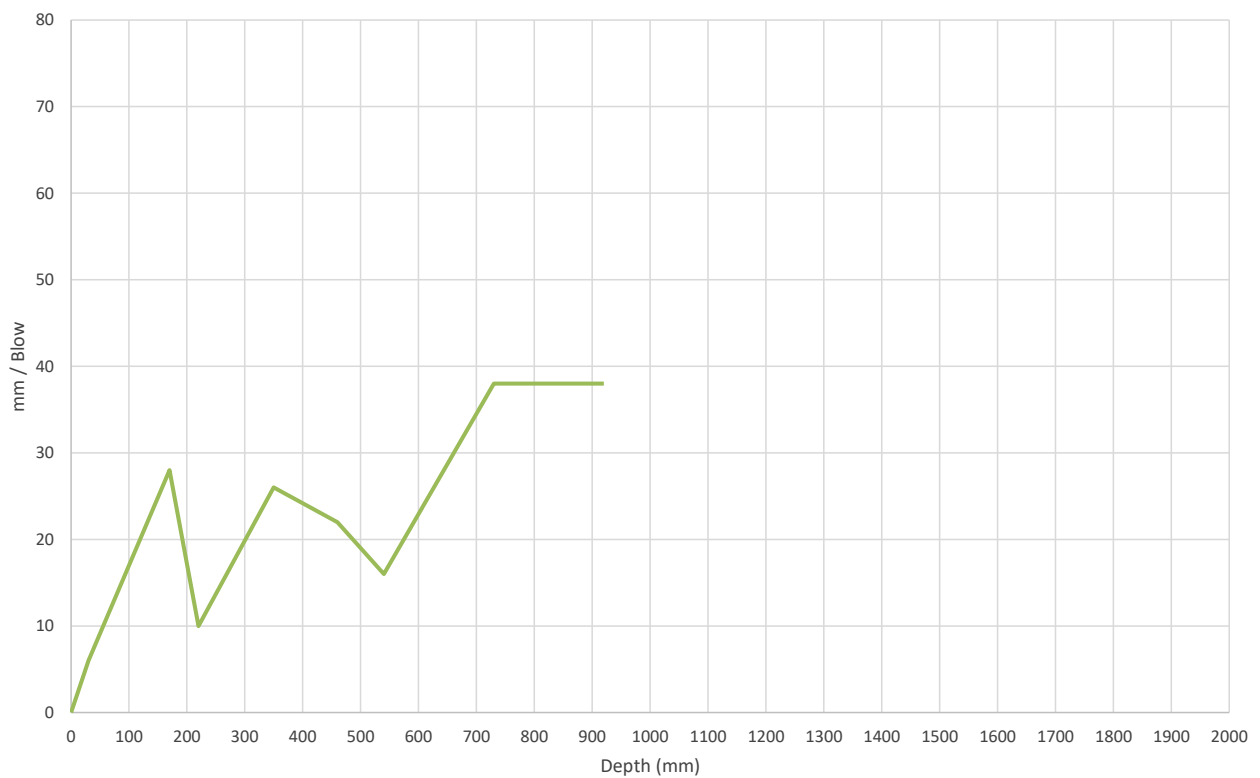
GRAPHICAL REPRESENTATION / DYNAMIC CONE PENETROMETER TMH6 ST6



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JOB No:	SWL08185	Ref. No:	-	Date:	01.11.19
Client	Clive Newsome 10 Spoon Street Lakeside 7945				
Attention:	Mr C Newsome				
DYNAMIC CONE PENETROMETER TMH6 ST6					
PROJECT:	Mooiwater - Franschoek			LEVEL:	NGL
TEST POSITION:	DCP - D3			FOUNDATION:	N/A
TEST DEPTH:	DCP 1 m (This is a standard accredited Method)			STARTING DEPTH:	120mm
MATERIAL TYPE:	Sandy Materials			Max. penetration depth:	920mm
CONSTRUCTION TYPE:	Structural			REFUSAL:	None
INSTRUMENT (DCP) SET No:	1m DCP - BT2 - 0014			NOB/TEST:	5
Number of Blows	Depth (mm)	Corrective Depth (mm)	Penetration Tempo	Structure Nr. (dn) mm/blow	
0	120	0			
5	150	30	30	6	
10	290	170	140	28	
15	340	220	50	10	
20	470	350	130	26	
25	580	460	110	22	
30	660	540	80	16	
35	850	730	190	38	
40	1040	920	190	38	

GRAPHICAL REPRESENTATION / DYNAMIC CONE PENETROMETER TMH6 ST6



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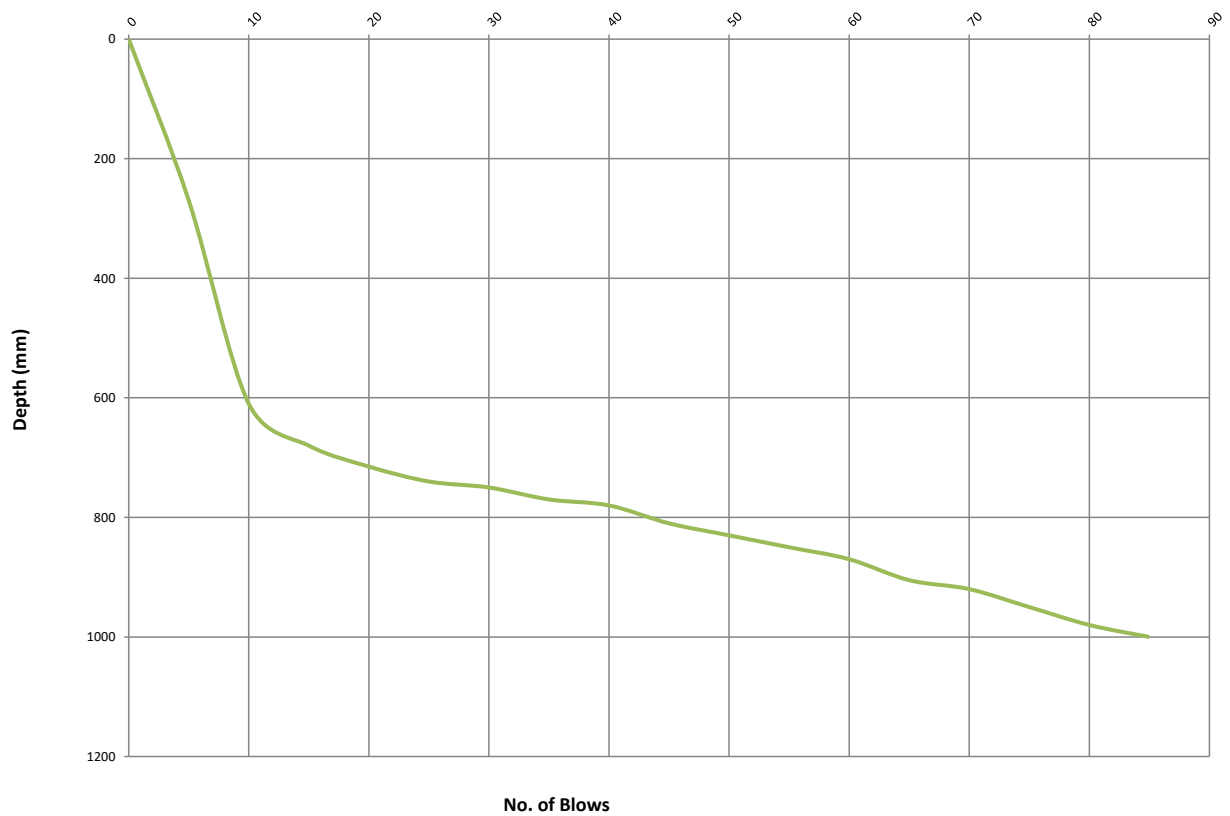
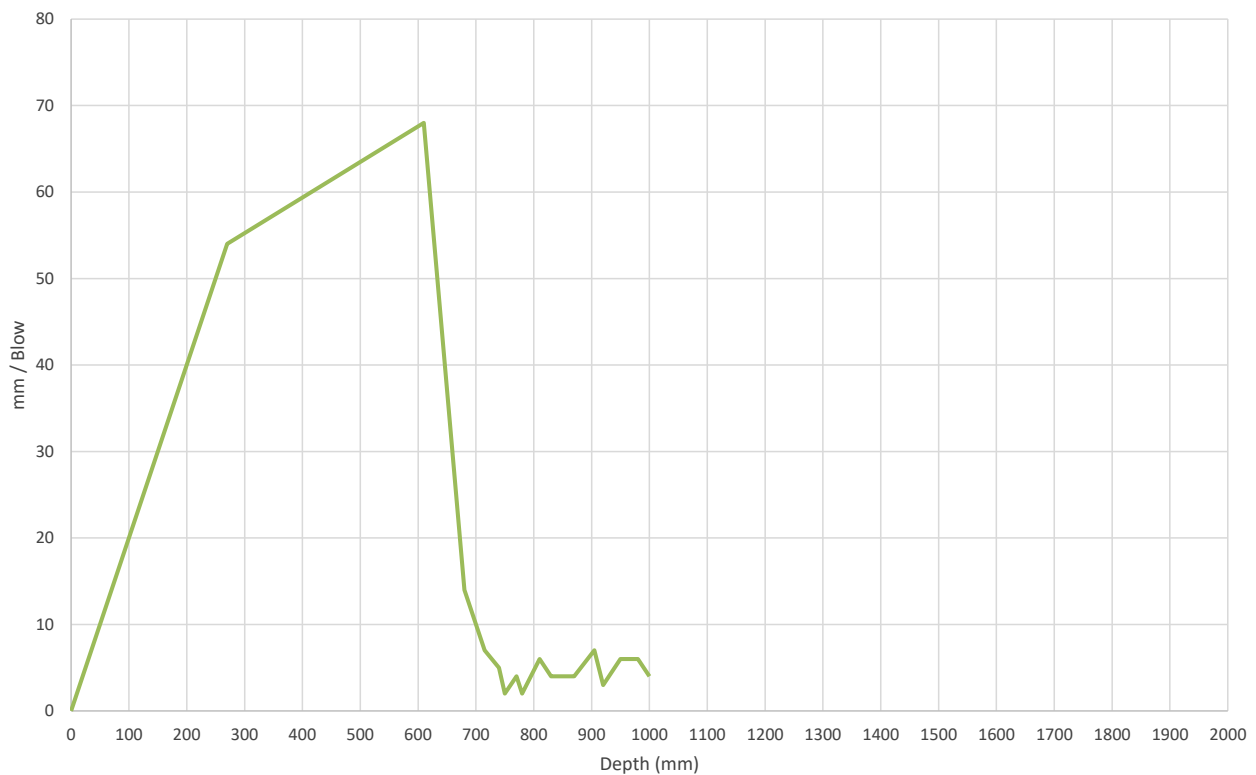
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Email: admin@steynwilson.co.zaWeb: www.steynwilson.co.za

JOB No:	SWL08185	Ref. No:	-	Date:	01.11.19
Client	Clive Newsome 10 Spoon Street Lakeside 7945				
Attention:	Mr C Newsome				
DYNAMIC CONE PENETROMETER TMH6 ST6					
PROJECT:	Mooiwater - Franschoek			LEVEL:	NGL
TEST POSITION:	DCP - D4			FOUNDATION:	N/A
TEST DEPTH:	DCP 1 m (This is a standard accredited Method)			STARTING DEPTH:	30mm
MATERIAL TYPE:	Sandy Materials			Max. penetration depth:	1000mm
CONSTRUCTION TYPE:	Structural			REFUSAL:	None
INSTRUMENT (DCP) SET No:	1m DCP - BT2 - 0014			NOB/TEST:	5
Number of Blows	Depth (mm)	Corrective Depth (mm)	Penetration Tempo	Structure Nr. (dn) mm/blow	
0	30	0			
5	300	270	270	54	
10	640	610	340	68	
15	710	680	70	14	
20	745	715	35	7	
25	770	740	25	5	
30	780	750	10	2	
35	800	770	20	4	
40	810	780	10	2	
45	840	810	30	6	
50	860	830	20	4	
55	880	850	20	4	
60	900	870	20	4	
65	935	905	35	7	
70	950	920	15	3	
75	980	950	30	6	
80	1010	980	30	6	
85	1030	1000	20	4	

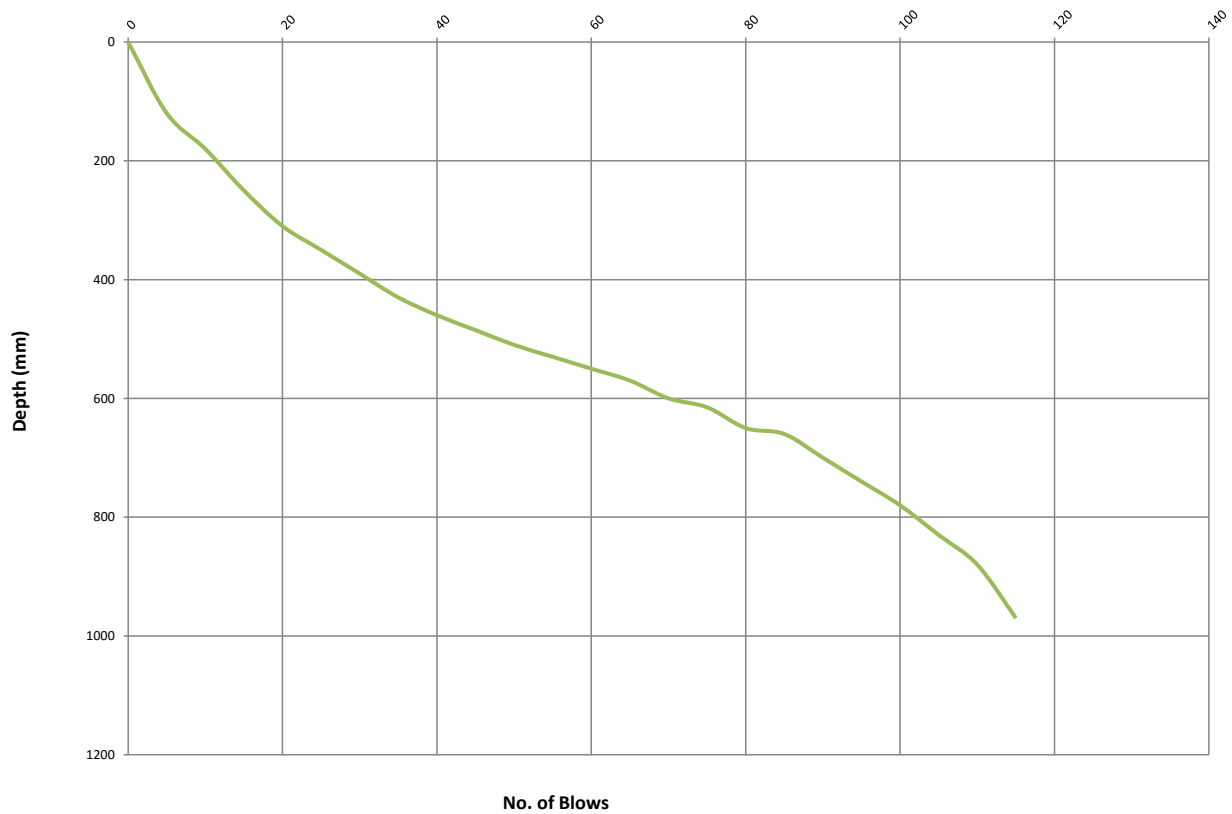
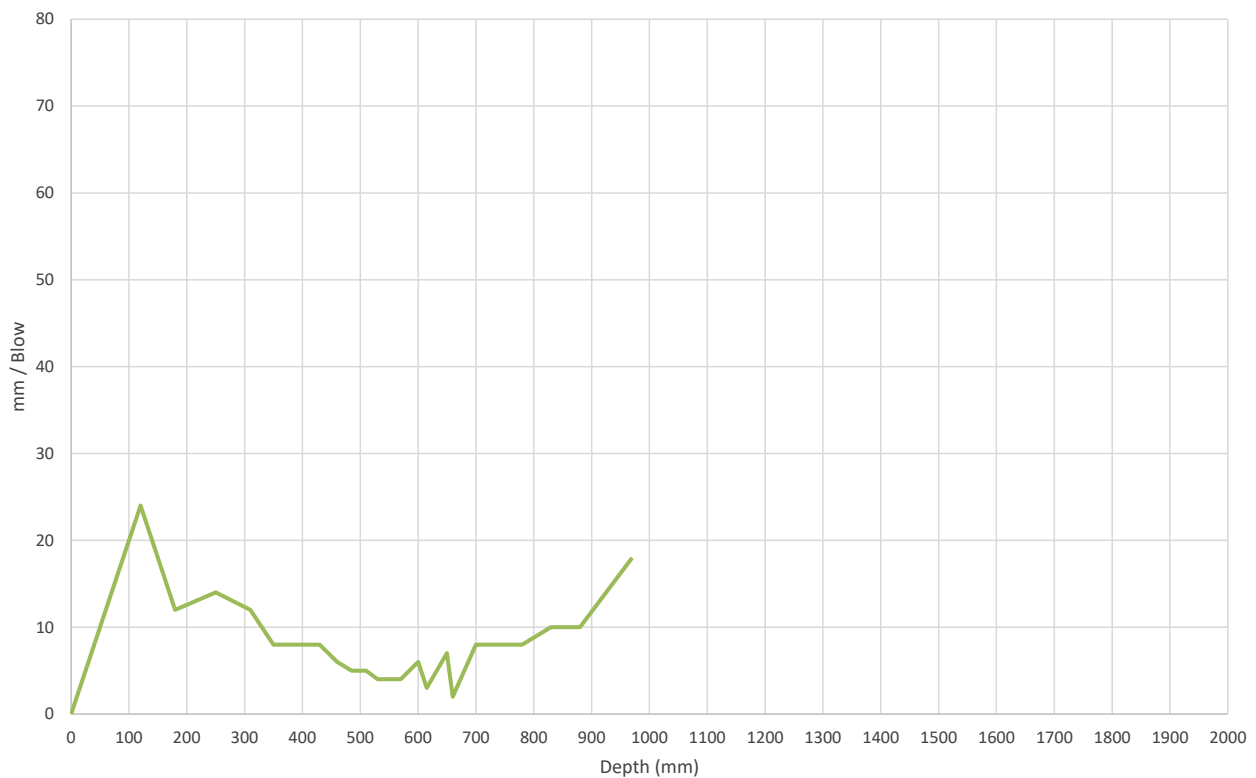
GRAPHICAL REPRESENTATION / DYNAMIC CONE PENETROMETER TMH6 ST6



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JOB No:	SWL08185	Ref. No:	-	Date:	01.11.19
Client	Clive Newsome 10 Spoon Street Lakeside 7945				
Attention:	Mr C Newsome				
DYNAMIC CONE PENETROMETER TMH6 ST6					
PROJECT:	Mooiwater - Franschoek	LEVEL:	NGL		
TEST POSITION:	DCP - D5	FOUNDATION:	N/A		
TEST DEPTH:	DCP 1 m (This is a standard accredited Method)	STARTING DEPTH:	40mm		
MATERIAL TYPE:	Sandy Materials	Max. penetration depth:	970mm		
CONSTRUCTION TYPE:	Structural	REFUSAL:	None		
INSTRUMENT (DCP) SET No:	1m DCP - BT2 - 0014	NOB/TEST:	5		
Number of Blows	Depth (mm)	Corrective Depth (mm)	Penetration Tempo	Structure Nr. (dn) mm/blow	
0	40	0			
5	160	120	120	24	
10	220	180	60	12	
15	290	250	70	14	
20	350	310	60	12	
25	390	350	40	8	
30	430	390	40	8	
35	470	430	40	8	
40	500	460	30	6	
45	525	485	25	5	
50	550	510	25	5	
55	570	530	20	4	
60	590	550	20	4	
65	610	570	20	4	
70	640	600	30	6	
75	655	615	15	3	
80	690	650	35	7	
85	700	660	10	2	
90	740	700	40	8	
95	780	740	40	8	
100	820	780	40	8	
105	870	830	50	10	
110	920	880	50	10	
115	1010	970	90	18	

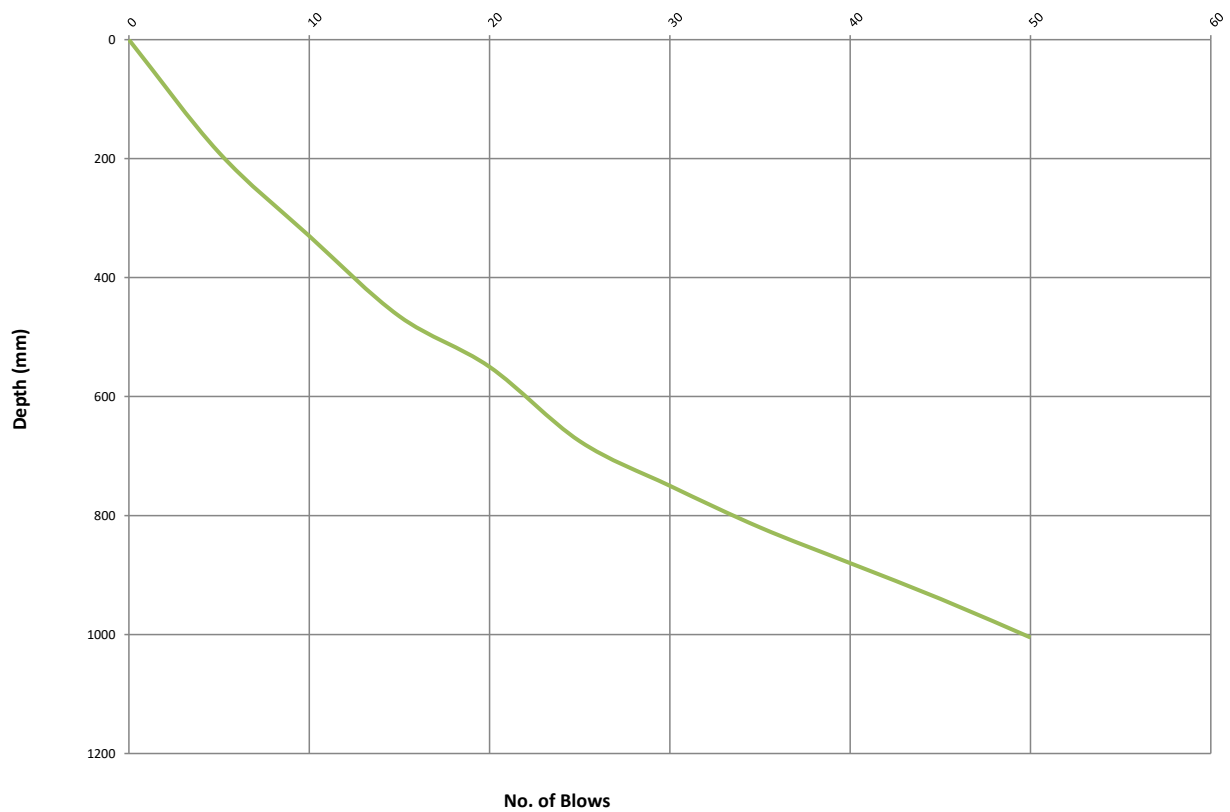
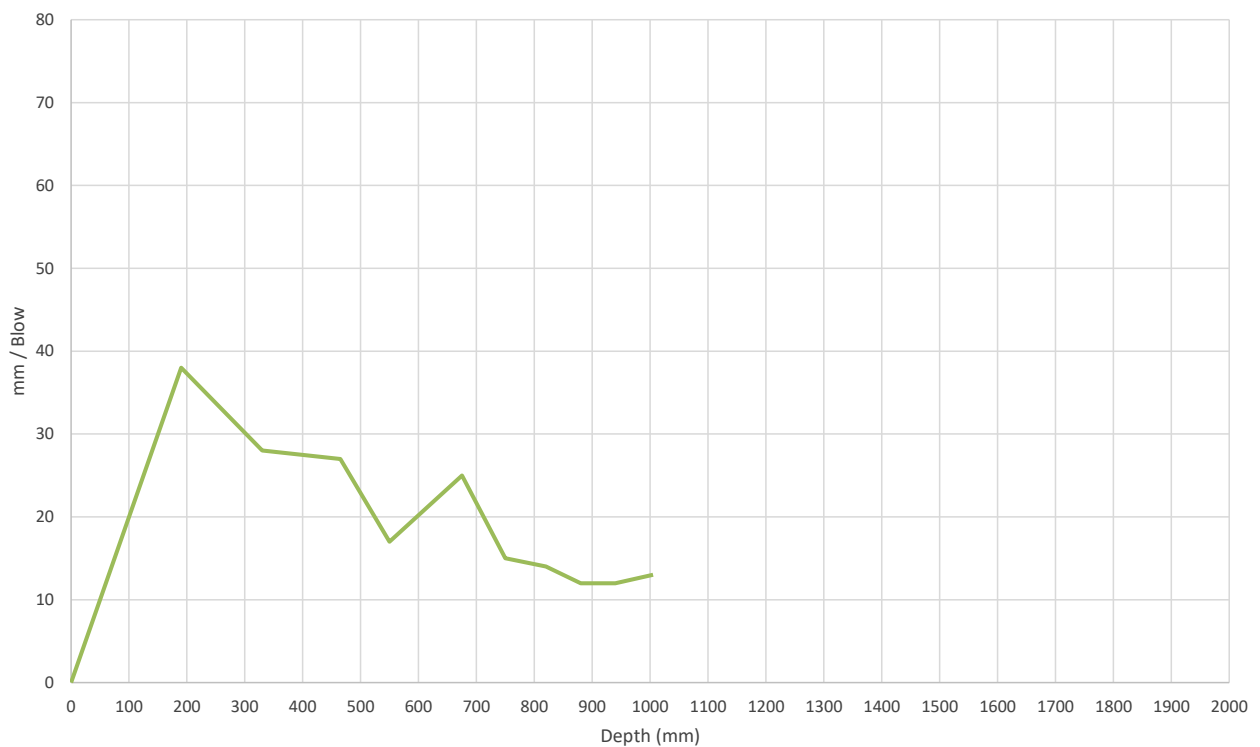
GRAPHICAL REPRESENTATION / DYNAMIC CONE PENETROMETER TMH6 ST6



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JOB No:	SWL08185	Ref. No:	-	Date:	01.11.19
Client	Clive Newsome 10 Spoon Street Lakeside 7945				
Attention:	Mr C Newsome				
DYNAMIC CONE PENETROMETER TMH6 ST6					
PROJECT:	Mooiwater - Franschoek	LEVEL:	NGL		
TEST POSITION:	DCP - D6	FOUNDATION:	N/A		
TEST DEPTH:	DCP 1 m (This is a standard accredited Method)	STARTING DEPTH:	40mm		
MATERIAL TYPE:	Sandy Materials	Max. penetration depth:	1005mm		
CONSTRUCTION TYPE:	Structural	REFUSAL:	None		
INSTRUMENT (DCP) SET No:	1m DCP - BT2 - 0014	NOB/TEST:	5		
Number of Blows	Depth (mm)	Corrective Depth (mm)	Penetration Tempo	Structure Nr. (dn) mm/blow	
0	40	0			
5	230	190	190	38	
10	370	330	140	28	
15	505	465	135	27	
20	590	550	85	17	
25	715	675	125	25	
30	790	750	75	15	
35	860	820	70	14	
40	920	880	60	12	
45	980	940	60	12	
50	1045	1005	65	13	

GRAPHICAL REPRESENTATION / DYNAMIC CONE PENETROMETER TMH6 ST6



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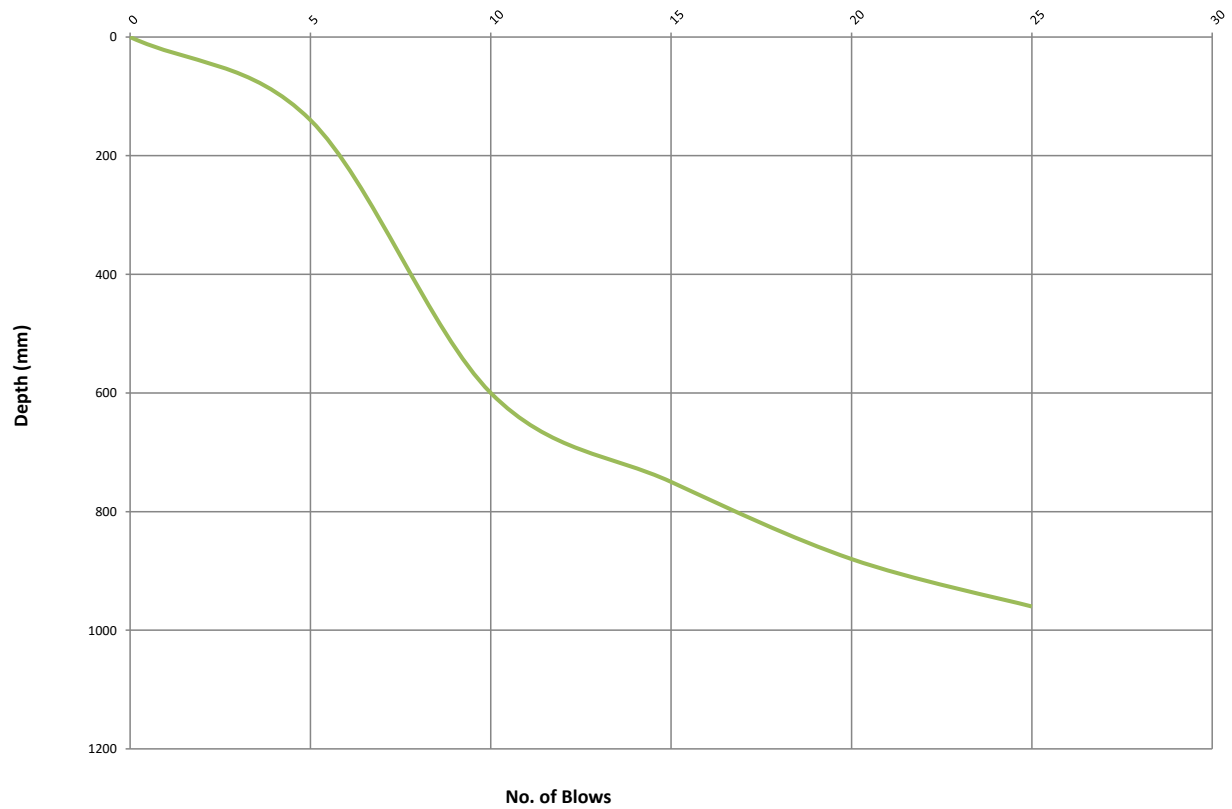
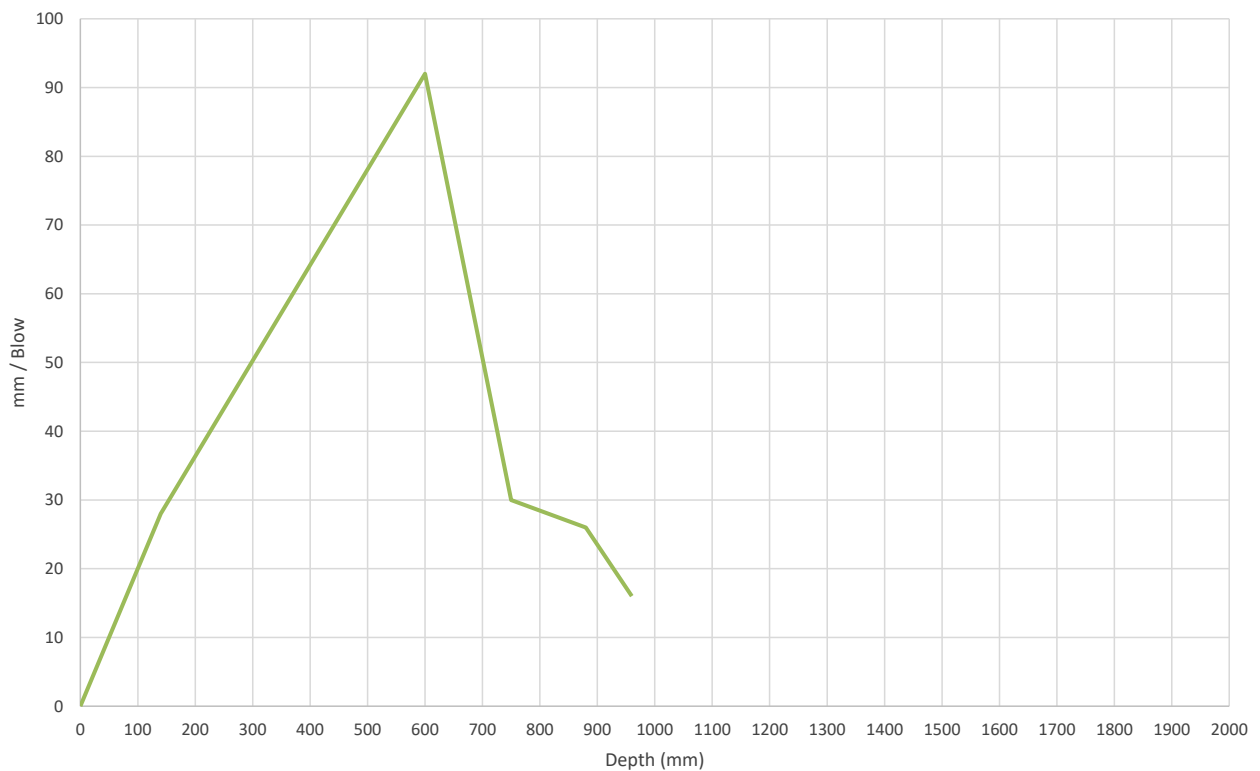
Tel: 021 905 0435

Fax: 086 499 9482

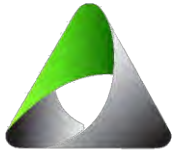
Email: admin@steynwilson.co.zaWeb: www.steynwilson.co.za

JOB No:	SWL08185	Ref. No:	-	Date:	01.11.19
Client	Clive Newsome 10 Spoon Street Lakeside 7945				
Attention:	Mr C Newsome				
DYNAMIC CONE PENETROMETER TMH6 ST6					
PROJECT:	Mooiwater - Franschoek			LEVEL:	NGL
TEST POSITION:	DCP - D7			FOUNDATION:	N/A
TEST DEPTH:	DCP 1 m (This is a standard accredited Method)			STARTING DEPTH:	80mm
MATERIAL TYPE:	Sandy Materials			Max. penetration depth:	960mm
CONSTRUCTION TYPE:	Structural			REFUSAL:	None
INSTRUMENT (DCP) SET No:	1m DCP - BT2 - 0014			NOB/TEST:	5
Number of Blows	Depth (mm)	Corrective Depth (mm)	Penetration Tempo	Structure Nr. (dn) mm/blow	
0	80	0			
5	220	140	140	28	
10	680	600	460	92	
15	830	750	150	30	
20	960	880	130	26	
25	1040	960	80	16	

GRAPHICAL REPRESENTATION / DYNAMIC CONE PENETROMETER TMH6 ST6



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Client: **Clive Newsome**

Project: Mooiwater

Attention: Mr C Newsome

Your Ref. No: -

Date Reported 11.11.19

TEST REPORT REFERENCE NUMBER / JOB NUMBER :

SWL08185

Dear Sir / Madam

Herewith please find the original reports pertaining to the above mentioned project.

Test Requested

2 x FOUNDATION INDICATOR

Site Sampling and Materials Information

Sampling Method TMH5 MB1

Environmental Condition Sunny

Deviation from the prescribed test method

Responsibility of information disclaimer

FINAL REPORT

We would like to take this opportunity to thank you for your valued support.

Should you have any further enquiries please don't hesitate to contact me.

Yours Faithfully

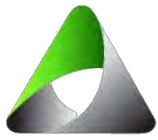
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- Opinions & Interpretations are not included in our schedule of Accreditation.
- The samples were subjected and analysed according to ASTM.
- The results reported relate only to the sample tested, Further use of the attached information is not the responsibility or liability of STEYN-WILSON LABORATORIES (PTY) LTD.
- This document is the correct record of all measurements made, and may not be reproduced other than with full written approval from a director of STEYN-WILSON LABORATORIES (PTY) LTD.
- Measuring equipment is traceable to national standards (Where applicable).
- Should there be any deviation from the prescribed test method comments will be made thereof, pertaining to the test on the relevant materials report.
- Uncertainty of measurement is calculated and corresponds to a coverage probability of approximately 95%. Available on request.
- The decision rule states that the measurement of uncertainty can be applied by the customer to the test results, on request. It is not the responsibility or liability of STEYN-WILSON LABORATORIES (PTY) LTD.

Mr. R. Wilson
Technical Signatory

DIRECTORS:	Mr. J. Steyn ND-Civil (Managing) Mr. R. Wilson B-Tech Civil (Operations)
FINANCIAL MANAGER:	Mr. D. Erasmus CA (SA)
LABORATORY MANAGER:	Mr. K. Booysen
OPERATION MANAGER::	Mr. J Brits
GEOTECHNICAL MANAGER:	Mr. F Coetzee
QUALITY MANAGER:	Mrs. M Steyn E-Com I Tech



STEYN-WILSON
LABORATORIES

CIVIL ENGINEERING TESTING LABORATORIES



11 Gooderson Road Blackheath
PO Box 58 Blackheath 7581
Tel: 021 905 0435
Fax: 086 499 9482
Email: admin@steynwilson.co.za
Web: www.steynwilson.co.za

Customer : **Clive Newsome**
10 Spoon Street
Lakeside
7945
Attention : Mr C Newsome

Project : Mooiwater
Date Received : 31.10.19
Date Reported : 11.11.19
Req. Number : -
Date Sampled : 31.10.19

FOUNDATION INDICATOR ASTM D422

Material Description:	Orange Brown White Silty Clay	Sample Number:	10928 - A		
Position:	TP 1	Liquid Limit	32	Linear Shrinkage	7,2
Depth:	-	Plasticity Index	13,9	Insitu M/C%	18,7

PH (TMH1 A20)

-

(TMH1 A21T)
Conductivity
s.m⁻¹

-

SG (TMH1 A12T)*

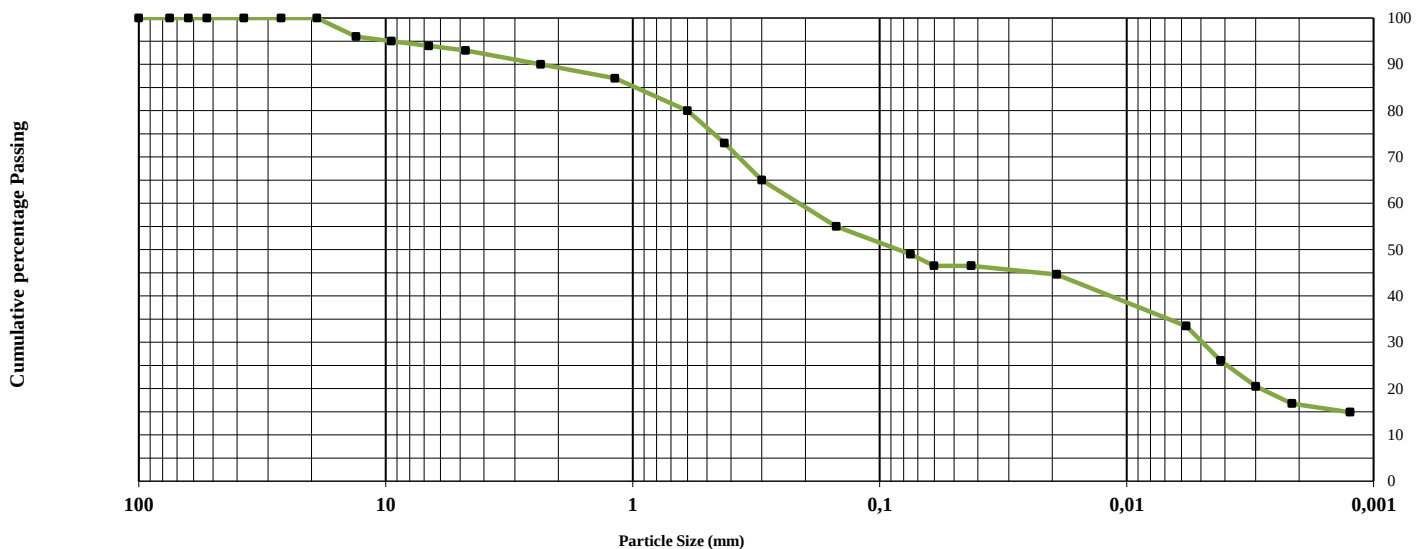
2839

SIEVE ANALYSIS (TMH 1 A1a)*

HYDROMETER ASTM D422

100	75	63	53	37,5	26,5	19,0	13,2	9,5	6,7	4,75	2,36	1,18	0,60	0,425	0,300	0,150	0,075	0,060	0,043	0,019	0,006	0,004	0,003	0,002	0,001
100	100	100	100	100	100	100	96	95	94	93	90	87	80	73	65	55	49	46,5	46,5	44,64	33,48	26,04	20,46	16,74	14,88
% Passing																									

Particle Size Distribution



% Gravel

11

% Sand

42

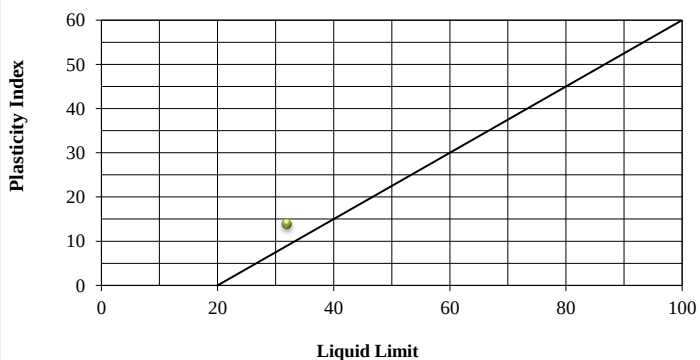
% Silt

31

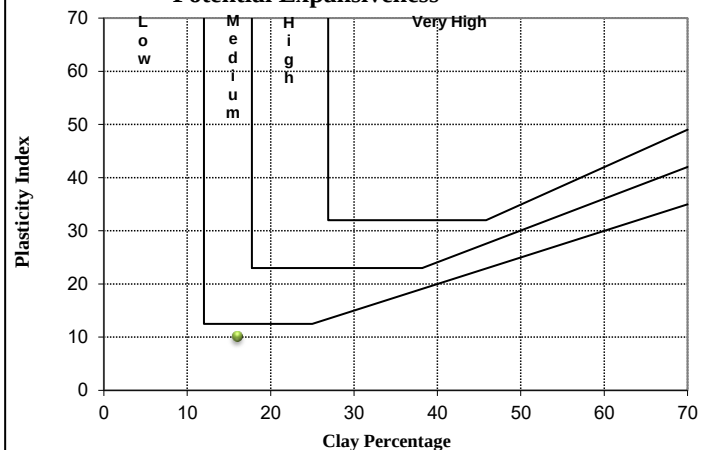
% Clay

16

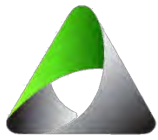
Plasticity Chart A Line



Potential Expansiveness



NOTE: All tests marked with (*) means that those test methods are not accredited.



STEYN-WILSON
LABORATORIES

CIVIL ENGINEERING TESTING LABORATORIES



11 Gooderson Road Blackheath
PO Box 58 Blackheath 7581
Tel: 021 905 0435
Fax: 086 499 9482
Email: admin@steynwilson.co.za
Web: www.steynwilson.co.za

Customer : **Clive Newsome**
10 Spoon Street
Lakeside
7945
Attention : Mr C Newsome

Project : Mooiwater
Date Received : 31.10.19
Date Reported : 11.11.19
Req. Number : -

FOUNDATION INDICATOR ASTM D422

Material Description:	Orange Brown White Silty Clayey Soil with Cobbles and Pebbles	Sample Number:	10932 A		
Position:	TP 8	Liquid Limit	50	Linear Shrinkage	9,8
Depth:	1.5 - 1.7m	Plasticity Index	19,2	Insitu M/C%	4,1

PH (TMH1 A20)*

-

(TMH1 A21T)*
Conductivity
s.m⁻¹

-

SG (TMH1 A12T)*

2711

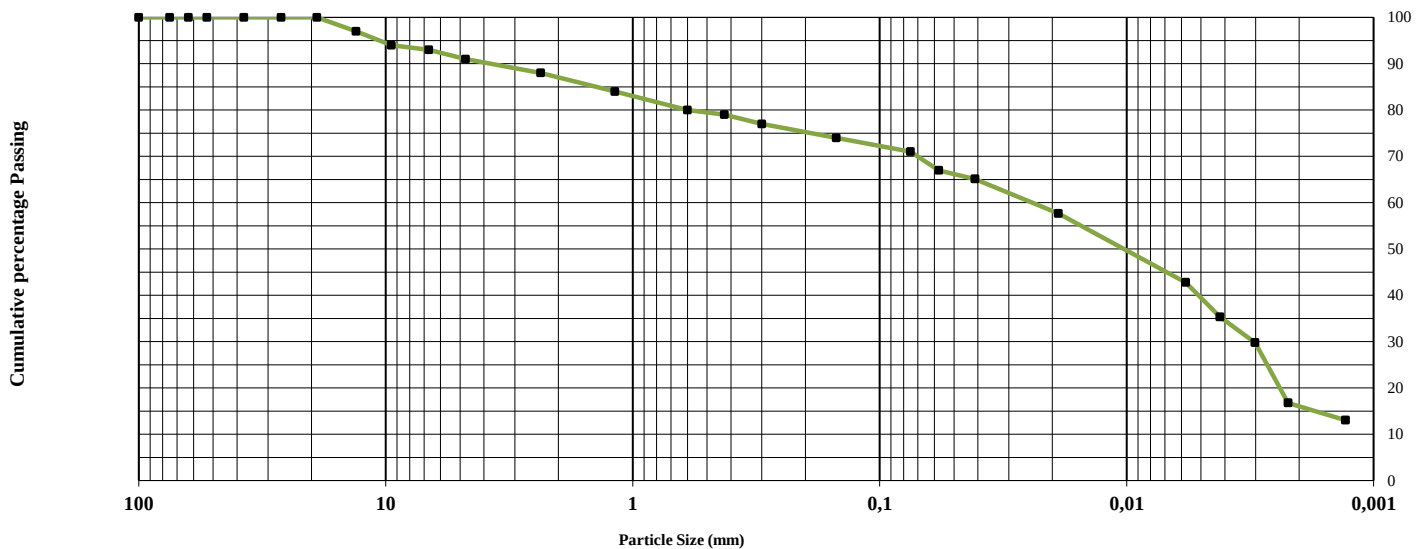
SIEVE ANALYSIS (TMH 1 A1a)*

HYDROMETER ASTM D422

100	75	63	53	37,5	26,5	19,0	13,2	9,5	6,7	4,75	2,36	1,18	0,60	0,425	0,300	0,150	0,075	0,058	0,041	0,019	0,006	0,004	0,003	0,002	0,001
100	100	100	100	100	100	100	97	94	93	91	88	84	80	79	77	74	71	66,96	65,1	57,66	42,78	35,34	29,76	16,74	13,02

% Passing

Particle Size Distribution



% Gravel

13

% Sand

20

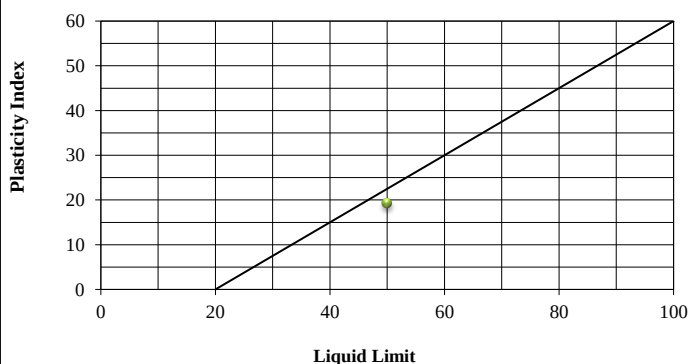
% Silt

51

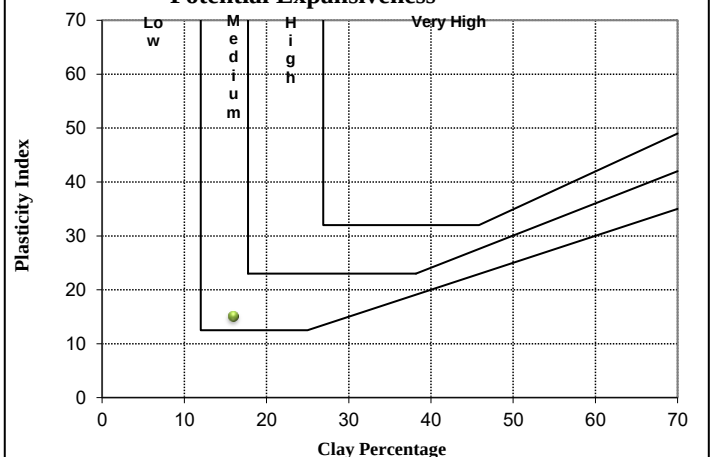
% Clay

16

Plasticity Chart A Line



Potential Expansiveness



NOTE: All tests marked with (*) means that those test methods are not accredited.

APPENDIX D

TEST HOLE PHOTOGRAPHS



Photograph 1: Test hole TH1



Photograph 2: Test hole TH1



Photograph 3: Test hole TH2



Photograph 4: Test hole TH2



Photograph 5: Test hole TH3



Photograph 6: Test hole TH3



Photograph 7: Test hole TH4



Photograph 8: Test hole TH4



Photograph 9: Test hole TH5



Photograph 10: Test hole TH5



Photograph 11: Test hole TH6



Photograph 12: Test hole TH6



Photograph 13: Test hole TH7



Photograph 14: Test hole TH7



Photograph 15: Test hole TH8



Photograph 16: Test hole TH8



Photograph 17: Test hole TH9



Photograph 18: Test hole TH9

APPENDIX E

SITE PHOTOGRAPHS



Photograph 1:



Photograph 2:



Photograph 3:



Photograph 4:



Photograph 5:

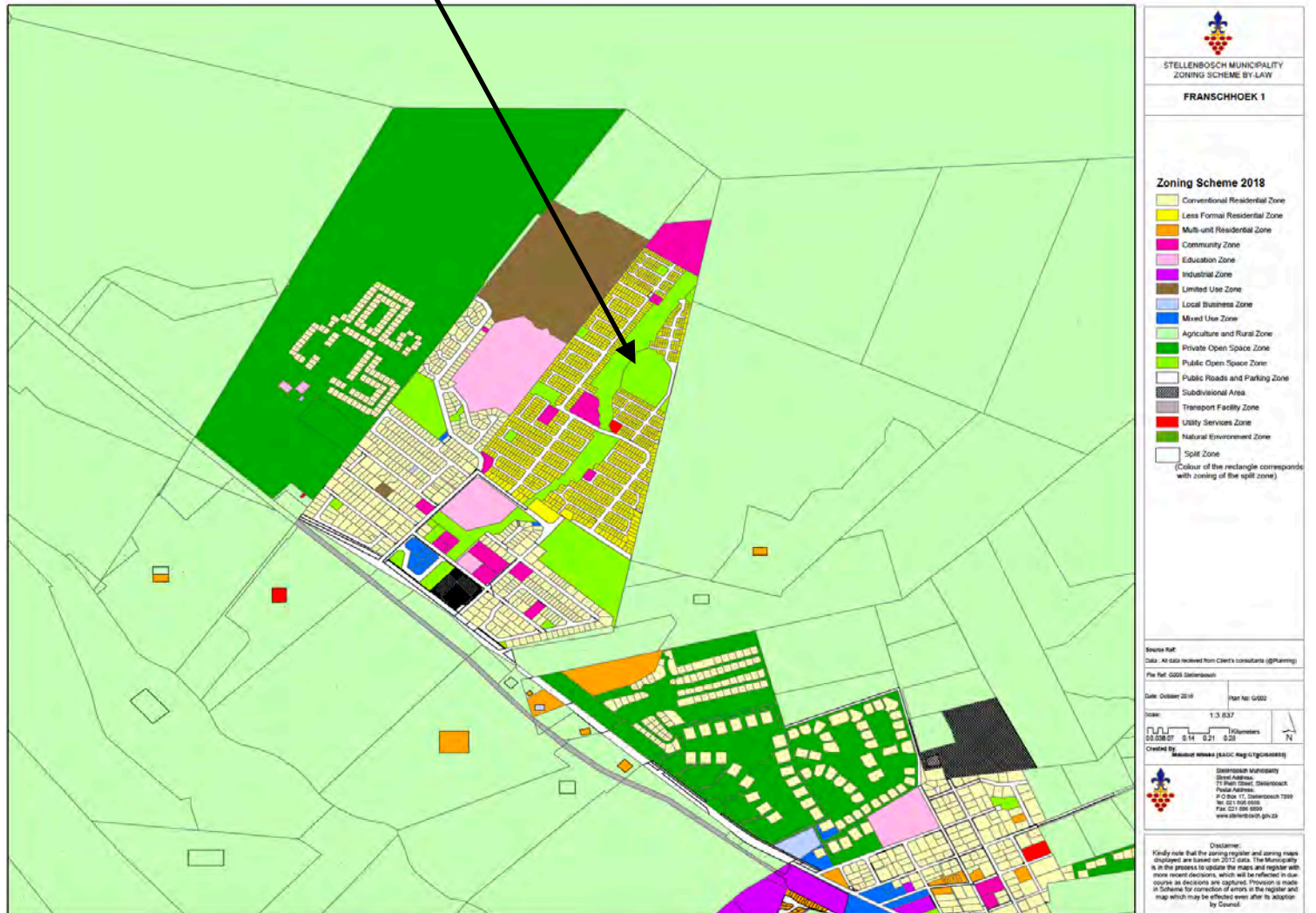


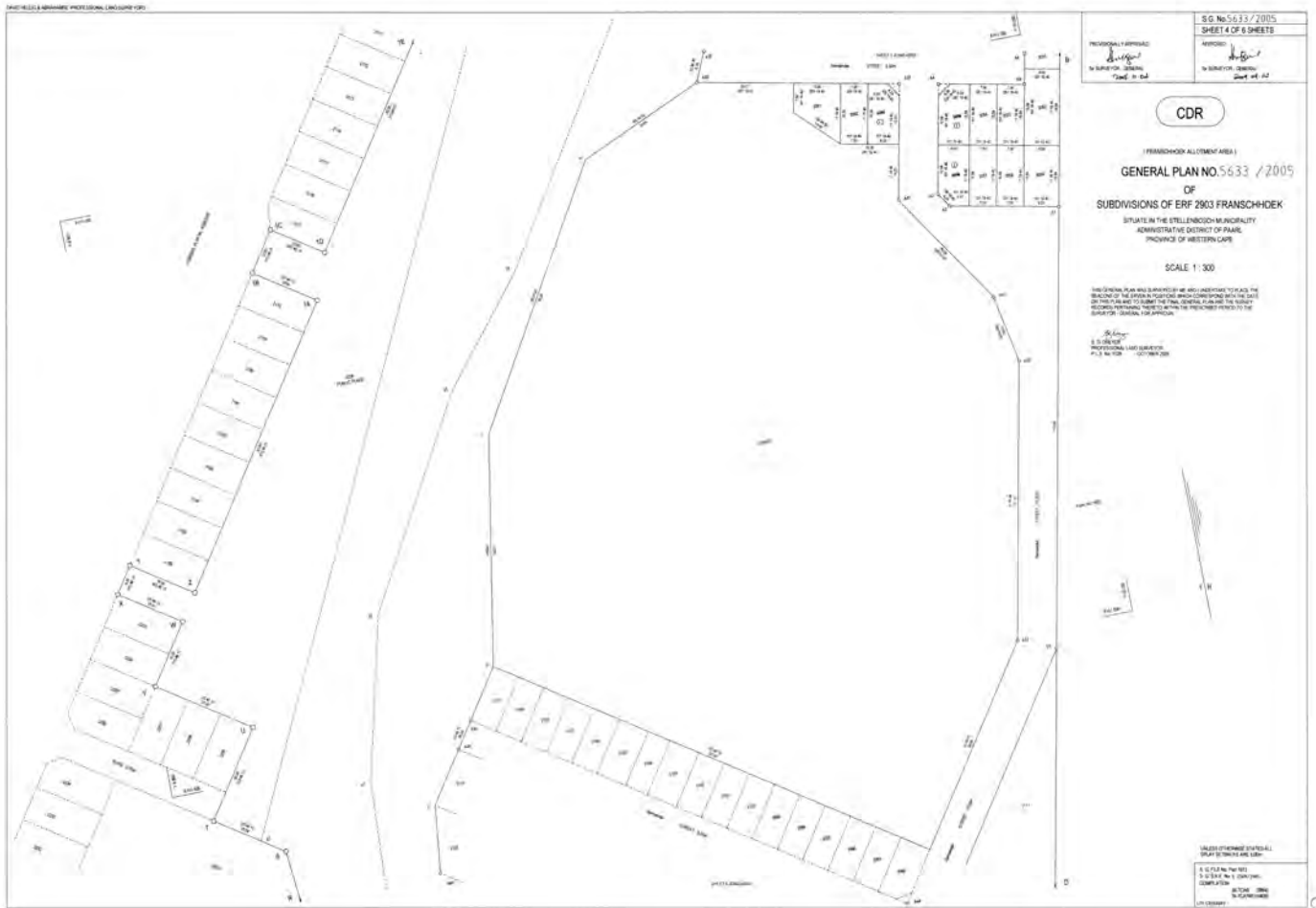
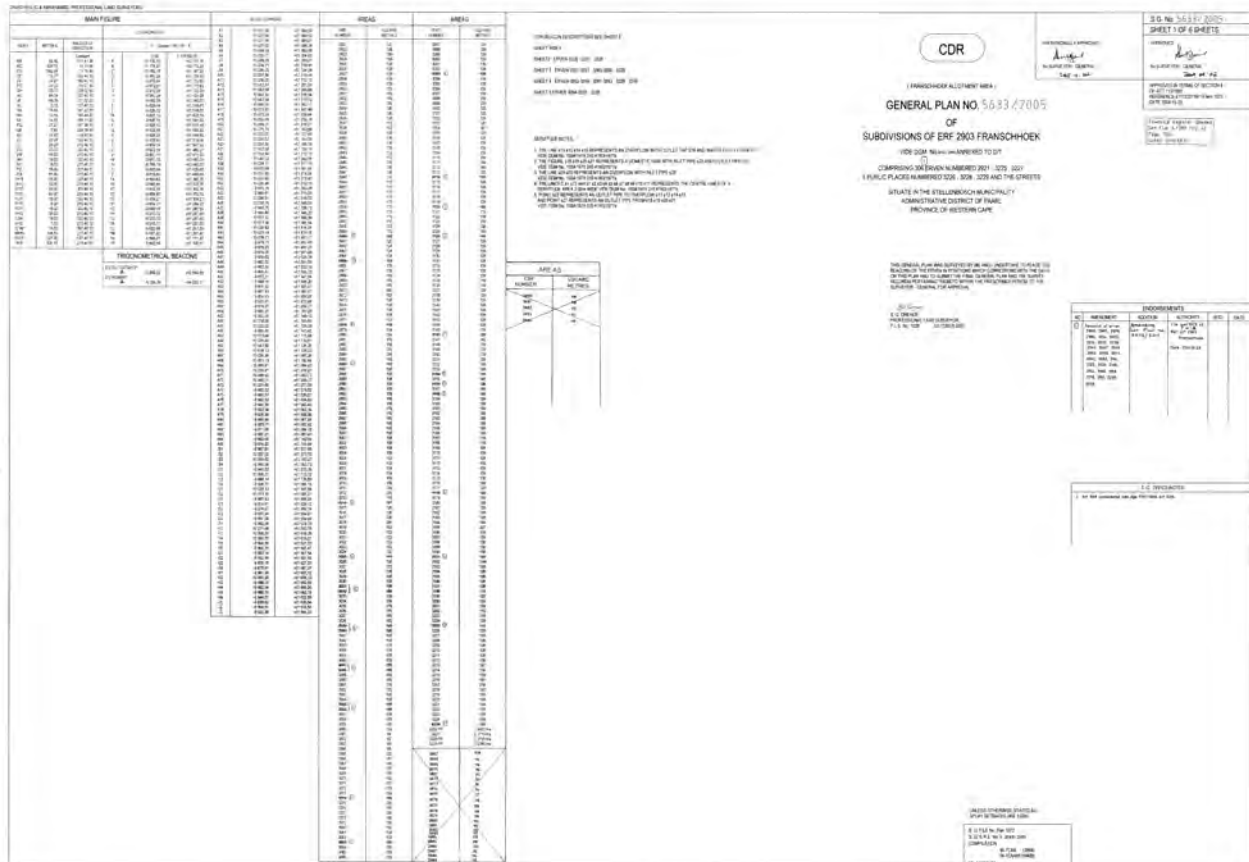
Photograph 6:

APPENDIX F

ZONING / SG DIAGRAMS

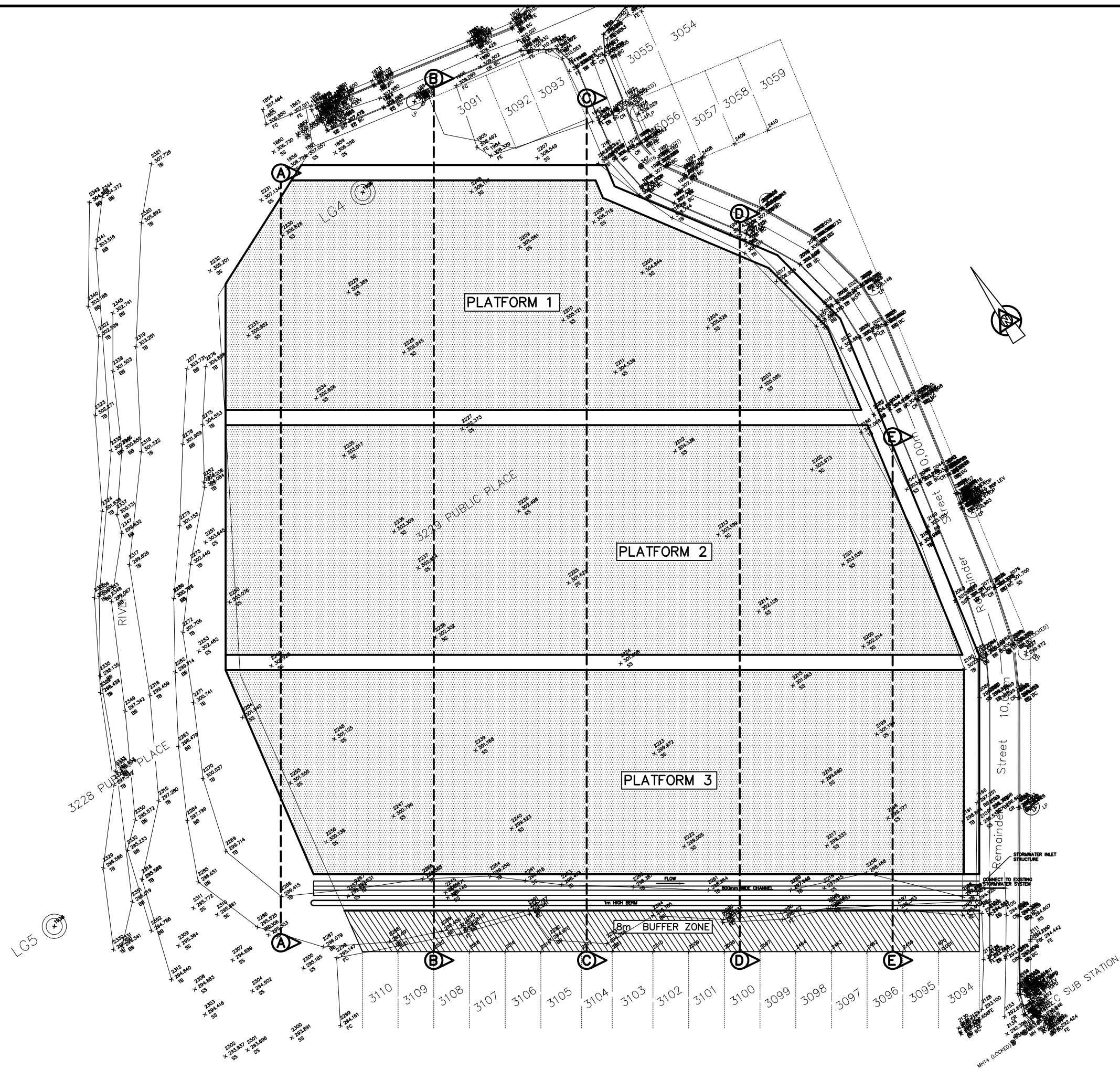
Erf 3229, Mooiwater





APPENDIX G

DESIGN PLANS / DETAILS



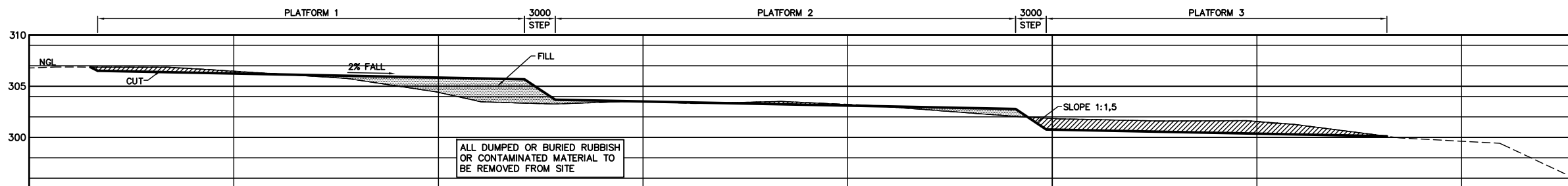
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REV	A	FOR INFORMATION	02/12/19
REV			DATE



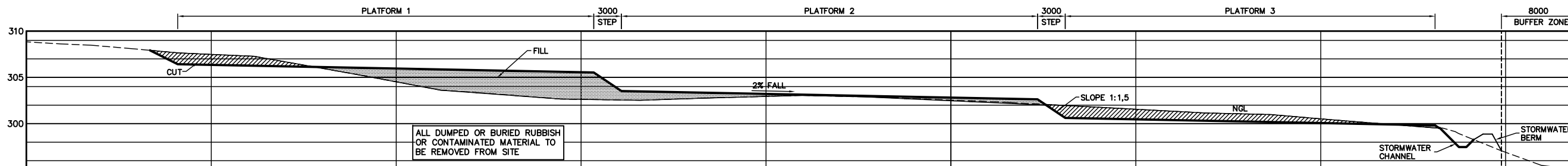
Client	STELLENBOSCH MUNICIPALITY		
PROJECT	MOOIWATER GEOTECHNICAL INVESTIGATION		
TITLE	REHABILITATION WORKS EARTHWORK PLATFORMS		
DESIGNED	CRS	CONSULTANT SIGNATURE	
DRAWN	JC		
CHECKED	1: 400	DRWG. NO.	REV
PROJ No.	19016i	C0002	A

SCALES:
Horizontal 1:250
Vertical 1:250
Datum 295.000



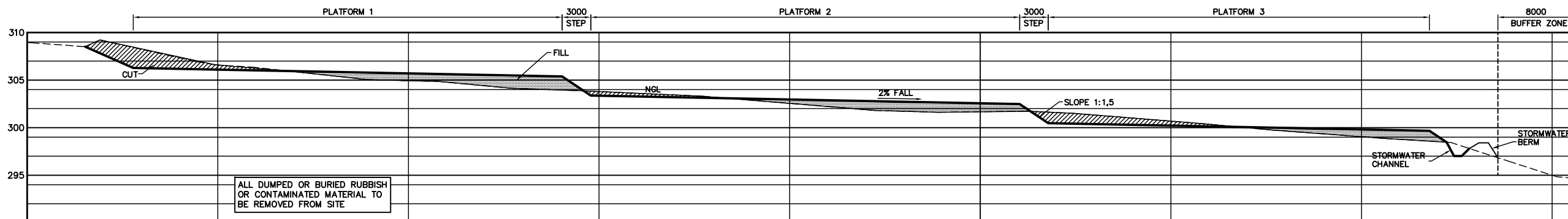
Longsection A-A

SCALES:
Horizontal 1:250
Vertical 1:250
Datum 295.000



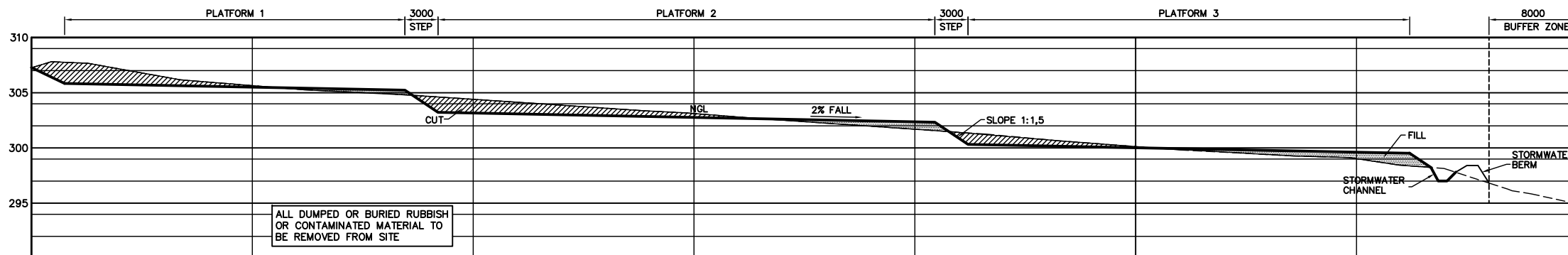
Longsection B-B

SCALES:
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Vertical 1:250
Datum 290.000



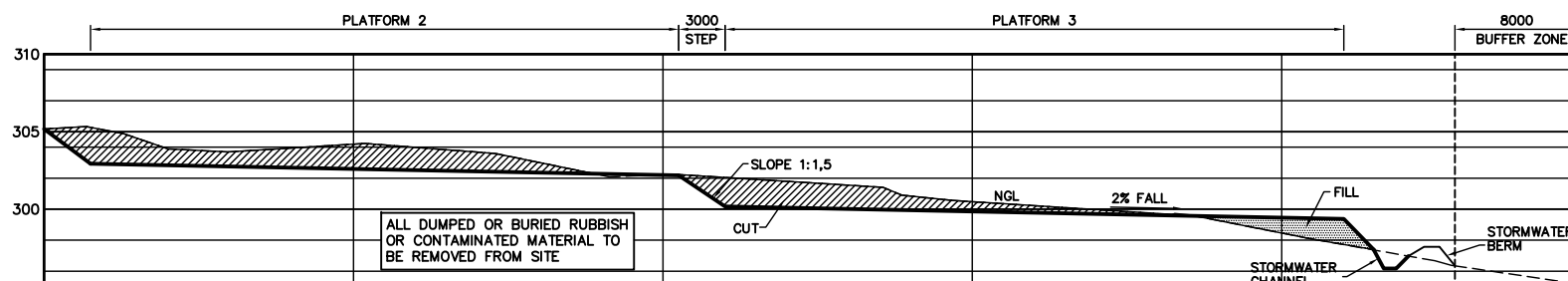
Longsection C-C

SCALES:
Horizontal 1:250
Vertical 1:250
Datum 290.000



Longsection D-D

SCALES:
Horizontal 1:250
Vertical 1:250
Datum 295.000



Longsection E-E

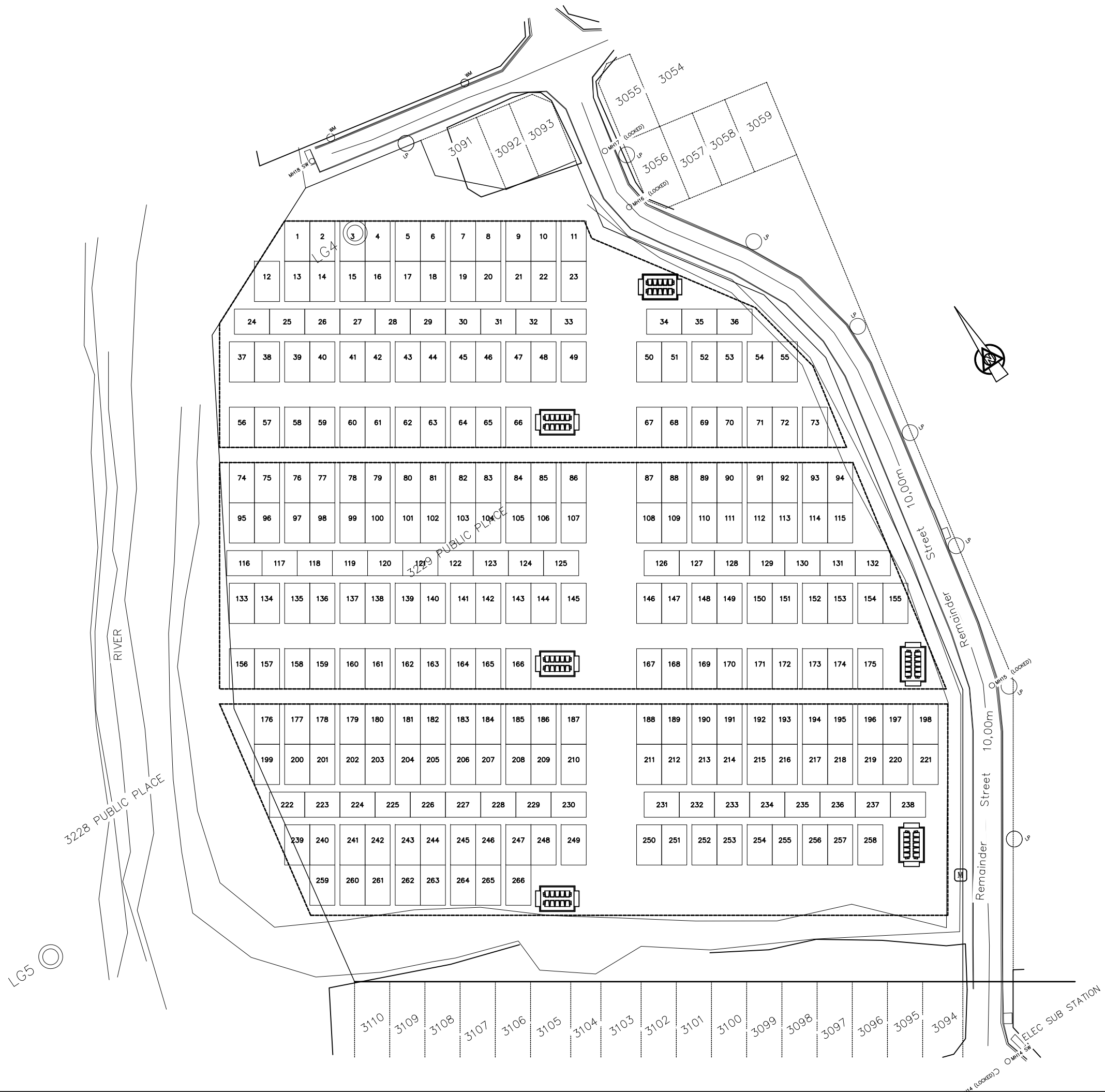
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A	FOR INFORMATION	02/12/19
REV		DATE



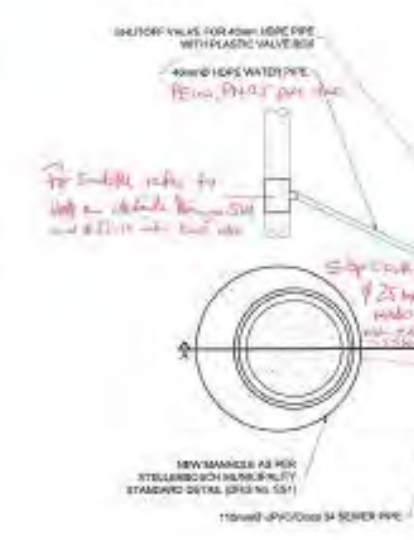
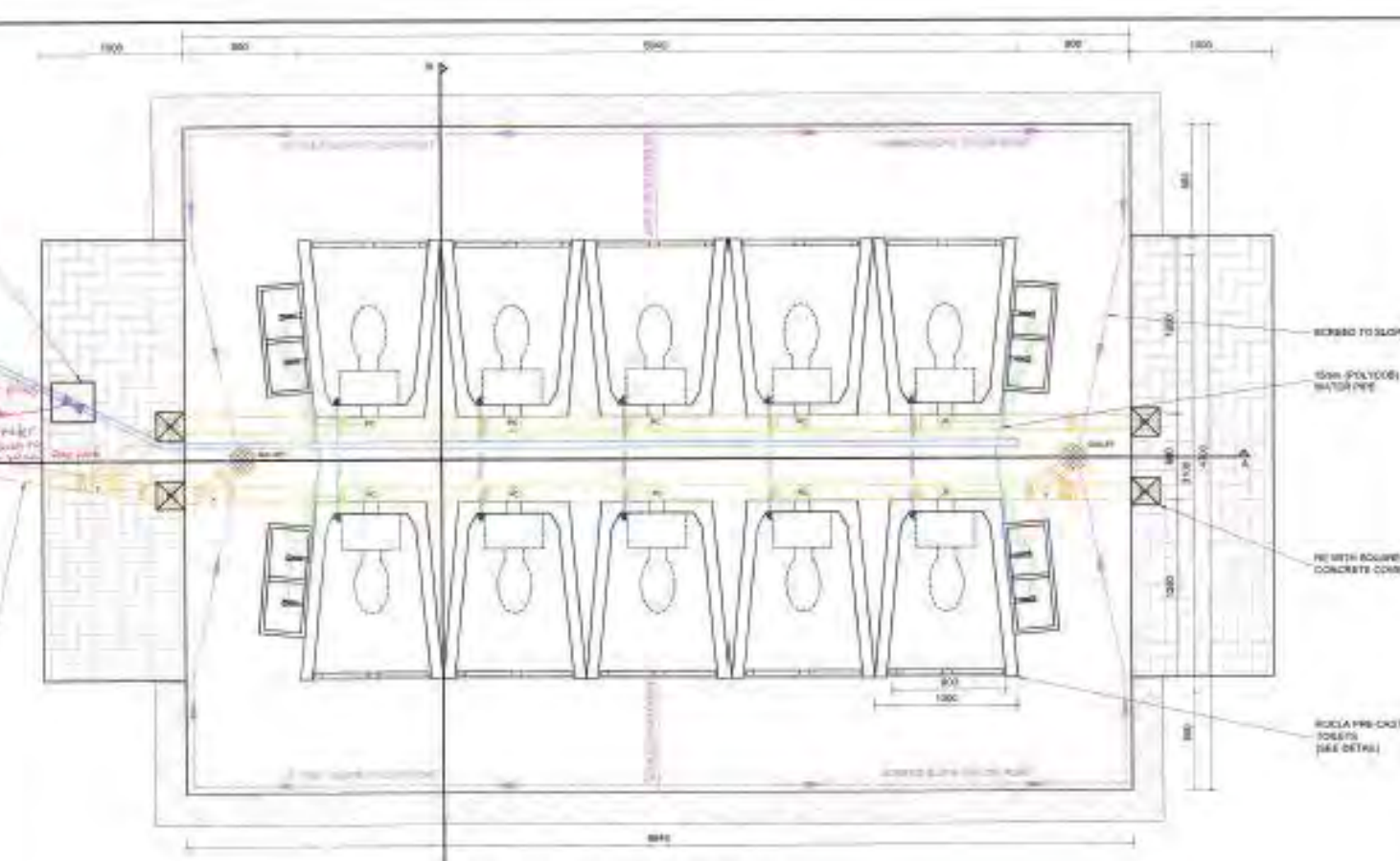
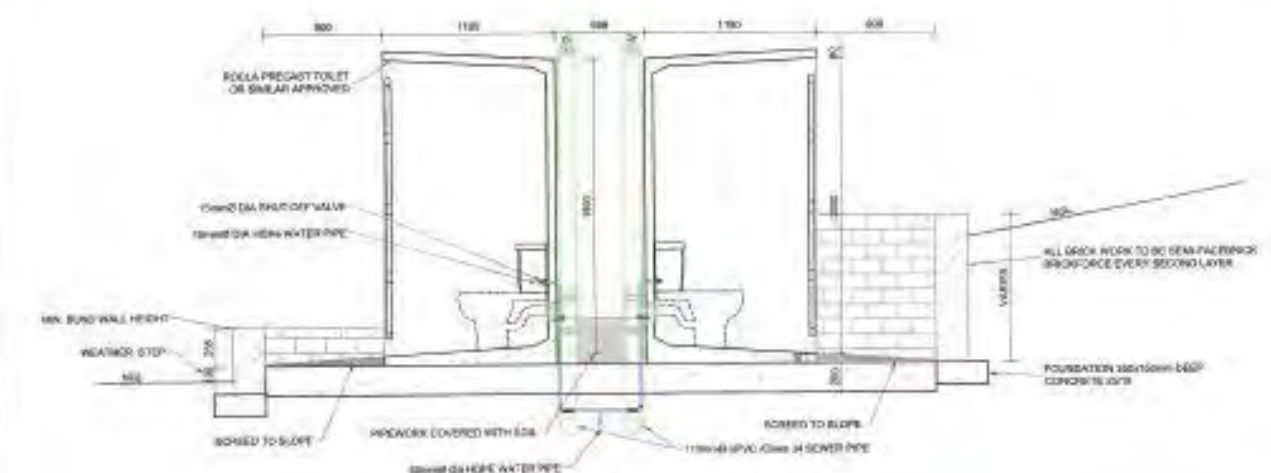
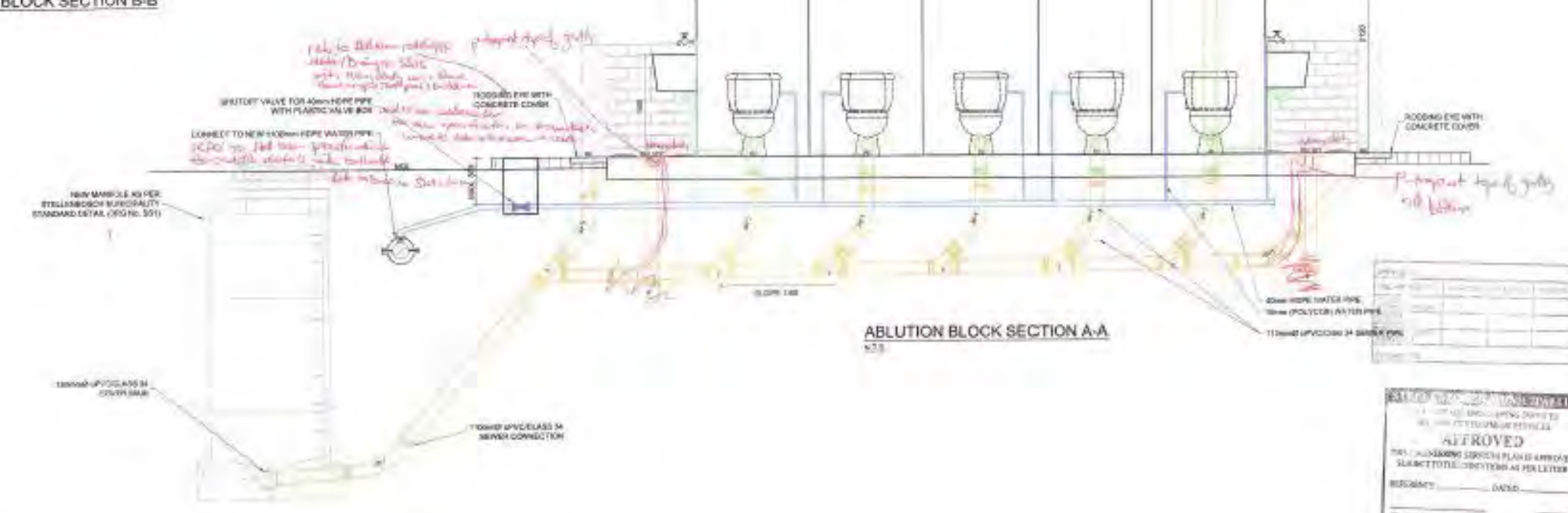
Client	STELLENBOSCH MUNICIPALITY		
PROJECT	MOOIWATER GEOTECHNICAL INVESTIGATION		
TITLE	REHABILITATION WORKS SITE SECTIONS		

DESIGNED	CRS	CONSULTANT SIGNATURE	
DRAWN	JC	[Signature]	
CHECKED	1: 400	DRWG. NO.	REV
PROJ No.	190161	C0003	A



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A	FOR INFORMATION	02/12/19	DATE
REV			
EAS INFRASTRUCTURE ENGINEERS			
Client STELLENBOSCH MUNICIPALITY			
PROJECT MOOIWATER GEOTECHNICAL INVESTIGATION			
TITLE REHABILITATION WORKS SITE LAYOUT			
DESIGNED	CRS	CONSULTANT SIGNATURE	
DRAWN	JC		
CHECKED	1: 400	DRWG. NO.	REV
PROJ No.	19016I	C0001	A

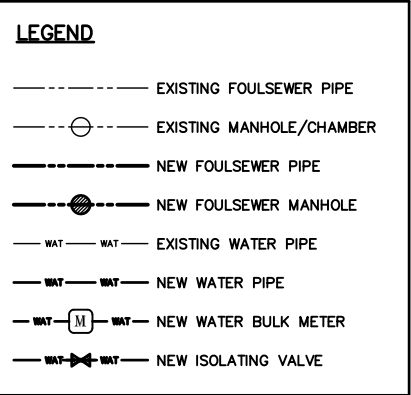
Water Services
Notes: King Iron
#2 01/07/20



ABLUTION BLOCK SECTION A-A

Project No.	Drawing No.	Rev.
294	294-04S-001	B





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A	FOR INFORMATION	02/12/19	
REV			DATE
 INFRASTRUCTURE ENGINEERS			
Client STELLENBOSCH MUNICIPALITY			
PROJECT MOOIWATER GEOTECHNICAL INVESTIGATION			
TITLE PROPOSED SERVICES LAYOUT			
DESIGNED	CRS	CONSULTANT SIGNATURE	
DRAWN	JC		
CHECKED	1: 400	DRWG. NO.	REV
PROJ No.	19016i	C0002	A

APPENDIX H

AS-BUILT PLANS



NOTES :
1. FOR TYPICAL CROSS SECTION OF STREETS, REFER TO DRAWING No. 15538KS0/2C/2-4.

LEGEND		
ITEM	EXISTING	NEW
Ø 110mm WATER PIPE		---
Ø 150mm WATER PIPE		---
CONNECTING TO EXISTING SYSTEM		→
VALVE		⌵
FIRE HYDRANT		⊙
SINGLE ERF CONNECTION		---
DOUBLE ERF CONNECTION		---
AIR VALVE		T
SCOUR VALVE		→
BEND		⌒
T - PIECE		⌒
CROSS - PIECE		⌒
REDUCE		⌒
ENDCAP		⌒



Notes

Amendment			
No.	Date	Checked by	Description
A	5 JAN 05	FDI	REVISE GENERAL PLAN - REVISE WATER LAYOUT ACCORDINGLY
B	1 AUG 06	FDI	ADD BOOSTER PUMP POSITION
C	02 APR 07	EDM	AS BUILT

KWEZI V3 ENGINEERS
P.O. Box 398
Bellville 7535
Tel: (021) 913-2080
Fax: (021) 913-4096
e-mail: bellville@kv3.co.za

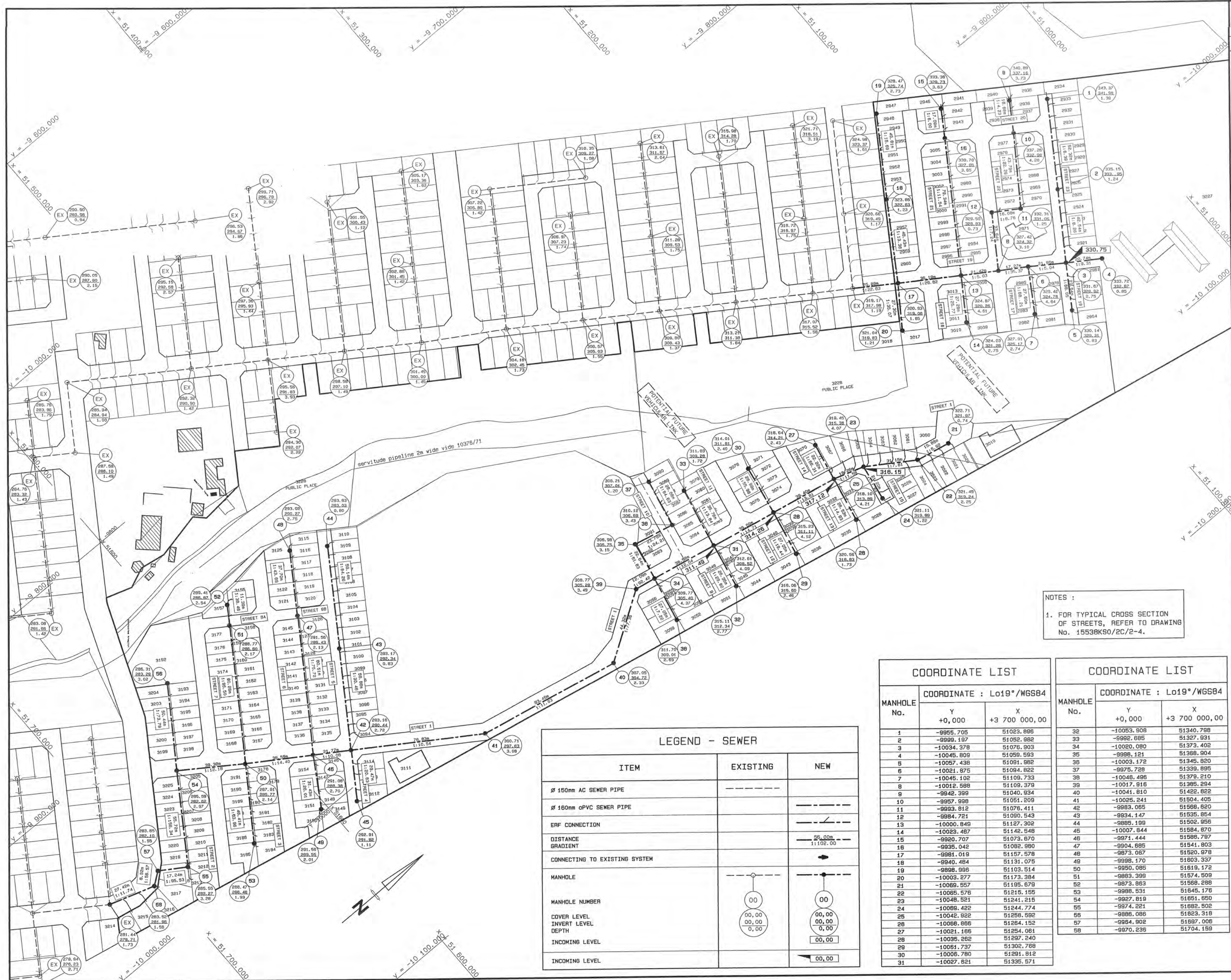
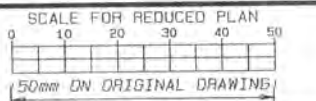
Designed	Drawn	Checked
JB	JB	AK
Signature: P. Eng. P. CPM		Date: 05/10/07
Consulting Engineer		

Client
THE NEW HOUSING COMPANY
PO BOX 7316
NEWTON PARK
6055

Project
CIVIL ENGINEERING SERVICES FOR MOOIWATER: PHASE 2C

Drawing description
WATER LAYOUT

Scale
1 : 1 000
Date
OCTOBER 2004
Drawing number
15538KS0/2C/3^C



Notes

Amendment				
No.	Date	Checked	Done by	Description
A	20-10-05		FDT	OMIT MH 57 & 58. REROUTE SEWER FROM 54 TO EX; MOVE MH 55 & ADD MH 55A.
B	08-03-06		KV	POSITION OF MH 55 & MH 55A REVISED
C	28-10-07		EDM	AS BUILT

KWEZI V3 ENGINEERS
P.O. Box 398
Bellville 7535
Tel: (021) 913-2080
Fax: (021) 913-4098
e-mail: bellville@kv3.co.za

Designed	Drawn	Checked
TTS	TTS	
Consulting Engineer		Date
Client		Date

THE NEW HOUSING COMPANY

PO BOX 7316
NEWTON PARK
6055

Project
CIVIL ENGINEERING SERVICES FOR MOOIWATER: PHASE 2C

Drawing description

SEWER LAYOUT

Scale
1 : 1 000

Date
OCTOBER 2004

Drawing number
15538KS0/2C/4^C

NOTES :
1. FOR TYPICAL CROSS SECTION OF STREETS, REFER TO DRAWING No. 15538KS0/2C/2-4.

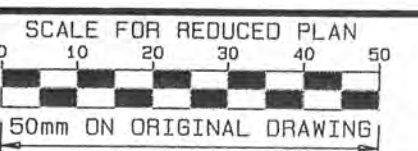
COORDINATE LIST		
MANHOLE No.	COORDINATE : Lo19°/WGS84	
	Y +0,000	X +3 700 000,00
1	-9955.705	51023.896
2	-9999.197	51052.982
3	-10034.378	51076.903
4	-10045.809	51059.593
5	-10057.436	51091.862
6	-10021.875	51094.822
7	-10045.102	51109.733
8	-9942.399	51040.834
9	-9957.998	51051.209
10	-9983.812	51076.411
11	-9984.721	51090.543
12	-10000.849	51127.302
13	-10023.487	51142.548
14	-9920.707	51073.670
15	-9935.042	51082.980
16	-9981.019	51157.578
17	-9940.484	51131.075
18	-9989.996	51103.514
19	-10003.277	51173.384
20	-10068.557	51195.679
21	-10065.578	51215.155
22	-10046.521	51241.215
23	-10068.422	51244.774
24	-10042.922	51258.592
25	-10066.666	51264.152
26	-10021.166	51254.061
27	-10035.262	51297.240
28	-10061.737	51302.769
29	-10006.780	51291.812
30	-10027.621	51335.571

COORDINATE LIST		
MANHOLE No.	COORDINATE : Lo19°/WGS84	
	Y +0,000	X +3 700 000,00
32	-10053.808	51340.798
33	-9992.685	51327.931
34	-10020.080	51373.402
35	-9998.121	51368.804
36	-10003.172	51345.820
37	-9975.728	51339.895
38	-10048.496	51379.210
39	-10017.918	51385.294
40	-10041.810	51422.822
41	-10025.241	51504.405
42	-9983.065	51568.820
43	-9934.147	51535.854
44	-9885.199	51502.958
45	-10007.844	51584.870
46	-9971.444	51586.797
47	-9904.685	51541.803
48	-9873.067	51520.978
49	-9988.170	51603.337
50	-9950.085	51619.172
51	-9883.399	51574.509
52	-9873.863	51568.888
53	-9988.531	51645.176
54	-9927.819	51651.650
55	-9974.221	51682.502
56	-9885.086	51623.318
57	-9954.902	51657.006
58	-9970.235	51704.159

LEGEND - SEWER		
ITEM	EXISTING	NEW
150mm AC SEWER PIPE	---	---
160mm oPVC SEWER PIPE	---	---
ERF CONNECTION	---	---
DISTANCE GRADIENT	---	56.00m 1:102.00
CONNECTING TO EXISTING SYSTEM	---	---
MANHOLE	---	---
MANHOLE NUMBER	00	00
COVER LEVEL	00,00	00,00
INVERT LEVEL	00,00	00,00
INCOMING LEVEL	00,00	00,00
INCOMING LEVEL	00,00	00,00

LEGEND - STORMWATER

ITEM	EXISTING	NEW
STORMWATER PIPE	---	---
MANHOLE	○	●
CATCHPIT	□	■
IN-OR OUTLET	<	<
CONNECTING TO EXISTING SYSTEM	---	→
MANHOLE WITH PIPE	○---	●---
MANHOLE NUMBER		00
COVER LEVEL		00,00
INVERT LEVEL		00,00
DEPTH		0,00
CHAINAGE DISTANCE		00,00
INCOMING INVERT LEVEL		00,00



Notes

1. ALL PIPES SHALL BE CLASS D100 PIPES
2. A2-4 = CATCHPIT TYPE A WITH 2 X 1,0m INLET AND 4,0m UPSTREAM BUTTER LENGTH
3. B2-4 = CATCHPIT TYPE B WITH 2 X 1,0m INLET AND 4,0m UPSTREAM BUTTER LENGTH
4. FOR DETAIL OF STORMWATER REFER TO DRAWING NO. 15538KS0/2C/8-1
5. FOR TYPICAL CROSS SECTIONS OF STREETS REFER TO DRAWING NO. 15538KS0/2C/2-4
6. FOR SUBSURFACE DRAINAGE LAYOUT REFER TO DRAWING NO. 15538KS0/2C/5-1

Amendment

No.	Date	Checked	Done by	Description
A	21FEB05		DNAB	STORMWATER LAYOUT AMENDED.
B	28NOV05		FOT	REVISE GENERAL PLAN - REVISE STORMWATER LAYOUT ACCORDINGLY
C	05OCT07		EDW	AS BUILT

KWEZI V3 ENGINEERS

P.O. Box 398
Bellville 7535
Tel: (021) 913-2080
Fax: (021) 913-4086
e-mail: bellville@kv3.co.za



Designed	Drawn	Checked
T. S.	S. J. M.	JK

Consulting Engineer Date

Client Date

THE NEW HOUSING COMPANY

PO BOX 7316
NEWTON PARK
6055

CIVIL ENGINEERING SERVICES FOR MOOIWATER: PHASE 2C

Drawing description

STORMWATER LAYOUT

Scale 1 : 1 000 Date OCTOBER 2004

Drawing number

15538KS0/2C/5

COORDINATE LIST

POINT No.	COORDINATE : Lo19°/WGS84		TYPE
	Y +0,000	X +3 600 000,00	
1	-10024.945	51067.924	CATCHPIT
4	-10063.239	51093.114	CATCHPIT
5	-10066.389	51096.366	MANHOLE
6	-10004.818	51101.390	CATCHPIT
7	-10014.227	51099.172	CATCHPIT
8	-10010.721	51104.990	MANHOLE
9	-10040.848	51125.436	CATCHPIT
11	-9983.303	51133.825	CATCHPIT
12	-9982.954	51137.693	MANHOLE
13	-9988.796	51159.724	CATCHPIT
14	-10020.184	51160.903	MANHOLE
15	-10023.229	51231.847	CATCHPIT
18	-10057.782	51243.905	MANHOLE
19	-10048.492	51267.866	CATCHPIT
20	-10043.959	51274.246	CATCHPIT
21	-10050.673	51276.198	MANHOLE
22	-10042.416	51268.237	CATCHPIT
23	-10013.084	51267.766	MANHOLE
24	-10009.963	51304.070	CATCHPIT
25	-10036.870	51314.096	CATCHPIT
26	-10041.971	51312.747	MANHOLE
27	-10035.070	51304.100	CATCHPIT
28	-9993.469	51303.626	MANHOLE
29	-9990.352	51343.745	CATCHPIT
30	-10028.606	51354.117	MANHOLE
32	-10026.189	51342.641	CATCHPIT
33	-9970.458	51341.482	MANHOLE
34	-9963.046	51350.324	MANHOLE
34a	-9934.461	51474.518	CATCHPIT
35	-10034.241	51505.588	MANHOLE
36	-10027.618	51561.592	CATCHPIT
37	-9990.865	51572.490	CATCHPIT
38	-9992.983	51568.024	MANHOLE
40	-9985.756	51626.095	CATCHPIT
41	-9986.798	51637.451	CATCHPIT
42	-9971.543	51633.140	MANHOLE
43	-9951.264	51623.601	MANHOLE
44	-9963.956	51584.613	CATCHPIT
45	-9946.968	51558.104	CATCHPIT
46	-9949.690	51494.198	CATCHPIT
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49	-9988.406	51268.692	HEADWALL
51	-9925.523	51304.673	HEADWALL
EX1	-9916.989	51354.435	HEADWALL
HW1	-10076.283	51604.747	HEADWALL
HW2	-10057.377		
HW3	-10034.630		
HW4	-9989.626		
HW5	-9962.798		
HW6	-9920.207		
HW7	-9953.636		

FROM	TO	DISTANCE	GRADIENT	PIPE
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51	EX1	10.46	1:36.07	375Ø 1000

EPWP RECRUITMENT GUIDELINES

Name of Guidelines	EXPANDED PUBLIC WORKS PROGRAMME RECRUITMENT GUIDELINES
Name of Branch:	EXPANDED PUBLIC WORKS PROGRAMME

SOP developed by:	
Name:	Adv. S Vukela
Capacity:	Director General: Department of Public Works
Signature	

Approval of Guidelines	
Name:	Ms N.M Oliphant
Capacity:	Minister: Department of Labour
Date of approval:	05/12/2017
Signature	

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Glossary of Terms

Term	Definition
Code of Good Practice for Special Public Works Programmes	The Minister of Labour issued and gazetted a Code of Good Practice for Special Public Works Programmes that guide stakeholders in EPWP with regards to working conditions, payment and rate of pay, disciplinary and grievance procedures. It further promotes a common set of good practices and minimum standards in employment practices among the different EPWP sub-programmes within South Africa. Refer to Gazette No 34032, 18 February 2011.
EPWP Target group	Poor and unemployed, local South Africans willing and able to work at the wage rate offered. The target group is further disaggregated, with predetermined targets for women, youth and persons with disability.
EPWP Participants	A person employed in an EPWP project.
Indicators	Indicators are qualitative and/or quantitative markers that define how performance toward the achievement of the programme, project or activity objective will be measured. There are different levels of indicators including – input, output, outcome and impact. The indicators selected will be what performance is measured against.
Minimum Wage	Is the lowest daily rate an employer may legally pay an EPWP participant.
Ministerial Determination	The Ministerial Determination applies to all employers and employees engaged in Expanded Public Works Programmes gazetted by the Minister of Labour. Refer to Gazette No 9745, May 2012.
Unemployment Insurance Act (UIA) 63 of 2001	The Unemployment Insurance Act (UIA) 63 of 2001 applies to all employers and employees engaged in Expanded Public Works Programmes. All projects must be registered with UI all employees must be registered on commencement of employment.
Compensation for Occupational Injuries and Diseases Act (COIDA) 130 of 1993.	The Compensation for Occupational Injuries and Diseases Act (COIDA) 130 of 1993 applies to all employers and employees engaged in Expanded Public Works Programmes. All projects must be registered on commencement.



Monitoring	Monitoring is a process that involves measuring and tracking progress according to the planned activities including; inputs, resources, completion of activities, costs, timeframes, etc.
Programme	A programme is a coordinated approach to explore a specific area related to an organisation's mission. It usually includes a plan of action or events which identifies staff and related activities or projects leading towards defined and funded goals.



Public body	A Government department, municipality or State Owned Entity that implement EPWP programmes or projects.
Public Employment Programmes (PEPs)	PEPs refer to interventions that respond to economic and unemployment challenges in a country. Through such interventions governments inject money into the economy through the creation of work opportunities.
Target community	All persons living in the municipal ward in which an EPWP project is being implemented.
Work Opportunity	<p>Is defined as "Paid work created for an individual on an EPWP project for any period of time."</p> <p>The same individual may be employed on different projects and each period of employment, in each project, will be counted as a work opportunity. There is no standard length of time for a work opportunity.</p> <p>Work opportunities are counted on an annual basis. In each financial year the EPWP starts from a zero base and counts all the opportunities created in that financial year.</p>

1. INTRODUCTION

The Expanded Public Works Programme (EPWP) is one of Government's medium to long term strategies to reduce unemployment and alleviate poverty through the creation of work opportunities using labour-intensive methods. The EPWP is implemented in four sectors namely: Infrastructure, Social, Environment & Culture and Non-State. All spheres of government and State-Owned Entities are expected to implement the programme. The EPWP Phase I was implemented from 1 April 2004 to 31 March 2009, with a target of creating 1 million work opportunities, which was achieved one year ahead of schedule. Phase II of the EPWP was implemented from 1 April 2009 to 31 March 2014 and created more than 4 million work opportunities against a target of 4.5 million work opportunities.

Phase III, which is currently being implemented, started in April 2014 and ends in March 2019 with a target of creating six million work opportunities. The objective of EPWP Phase III is *"To provide work opportunities and income support to poor and unemployed people through the labour-intensive delivery of public and community assets and services, thereby contributing to development."*

In EPWP Phase III the following four principles were adopted as core elements of Public Employment Programmes (PEPs) in South Africa:

- a) Workers to be recruited through a fair and transparent process.
- b) The adherence to the minimum wage.
- c) Work provides or enhances public goods or community services.
- d) Compliance with minimum labour-intensity appropriate to a particular Sector.

Employment of EPWP participants is governed by the following documents:

- a) **Code of Good Practice, Notice No. 129** issued by the Minister of Labour in terms of the Basic Conditions of Employment Act, 1997 as appeared in Gazette No. 34032 on 18 February 2011; and
- b) **Ministerial Determination 4: Expanded Public Works Programmes, Notice No. 347** issued by the Minister of Labour in terms of the Basic Conditions of Employment Act, 1997 as appeared in Gazette No. 9745 on 04 May 2012.

These Guidelines have been developed to ensure public bodies comply with the principle of selecting workers through a fair and transparent process.

2. PROBLEM STATEMENT

The high demand to participate in an EPWP project coupled with local and municipal dynamics may impact negatively on the recruitment of participants. Potential challenges include:

- a) patronage in the recruitment of participants,
- b) inconsistency in the process of recruiting participants,
- c) lack of transparency, and
- d) poorly defined criteria and processes.

These pose a reputational risk to the EPWP brand and where such problematic practices occur, or are perceived to occur, they may lead to delays or disruptions in the implementation of projects. Thus a clearly defined recruitment process that speaks to the recruitment of participants and defines the role of stakeholders is needed.

3. PURPOSE

The purpose of these EPWP Recruitment Guidelines is to ensure uniformity, across all sectors, in the recruitment of participants from within the EPWP target group.

The Recruitment Guidelines provide guidance in the selection of participants to be employed in an EPWP project. It seeks to eliminate any unfair and biased processes in the recruitment of participants and to provide a fair, transparent, equitable and an unambiguous process to be adhered to by all implementing bodies.

The EPWP Recruitment Guidelines will be utilised by implementing public bodies, while the national Department of Public Works will provide oversight as the overall coordinator of the EPWP.

4. OBJECTIVES

The objectives of these Recruitment Guidelines are to:

- a) provide guidance to EPWP stakeholders on their roles and responsibilities in the recruitment of EPWP participants,
- b) foster consistency in the recruitment of EPWP participants,
- c) provide guidance to stakeholders to ensure compliance with the recruitment procedures, and
- d) ensure transparency across all sectors in the recruitment of EPWP participants.

5. RECRUITMENT GUIDING PRINCIPLES

Recruitment of EPWP participants must comply with the following fundamental principles as outlined in Table 1 below:

Table 1: Fundamental Principles of the EPWP Recruitment Guidelines

No.	Principle	Descriptive Note
1.	Fairness	<ul style="list-style-type: none"> The process must have a predictable methodology that affords equal opportunity to the targeted community members (refer to the Code of Good Practice for EPWP). The process shall not be manipulated for gain; neither shall there be any form of discrimination on the basis of race, tribe, place of birth, ethnic or social origin, language, social status, religious belief, political affiliation, opinion, custom, culture, gender, marital status, pregnancy and disability (refer to Section 2 of the Constitution of RSA, 1996).
2.	Transparency	<ul style="list-style-type: none"> Members of the target community shall be afforded the opportunity to monitor the recruitment process. Before the recruitment process commences, the targeted community must be made aware of, and there must be general consensus on the conditions to be met for transparency to be deemed to have occurred. Regarding work requiring persons with a particular profile (e.g. skills & qualifications) the selection criteria shall be specified for such work prior to the recruitment of participants. Should persons outside the target community be appointed, it must be established that such skills were not available from the target community at the time of recruitment. A process for swift corrective action must be outlined and agreed upon by relevant stakeholders before the selection of participants.
3.	Equity	Potential EPWP participants shall be given equal opportunity to access full and active participation in all aspects of the programme/project implementation cycle.
4.	Ethics	<ul style="list-style-type: none"> All involved in managing the recruitment process shall conduct themselves in a manner that demonstrates professional integrity. Ethical behaviour shall include: <ul style="list-style-type: none"> Avoidance of conflict of interests. Be devoid of personal gain. Be devoid of undue favours.
5.	Accountability	The office/s (of the public body) managing the recruitment process shall be answerable to relevant stakeholders for actions.

6.	Respect for environment	With the aim of preserving the heritage and environment of South Africa, the EPWP stakeholders should endeavour to sustain the agreed heritage and environmental objectives for the benefit of future generations.
7.	Commitment	Nurturing and protecting the well-being of the individual, family, communities and the nation should be advanced through diligent execution of EPWP programmes and projects.

6. RECRUITMENT GUIDELINESS AND TARGETS

6.1. Roles and Responsibilities

Public bodies or, in the case of the Community Work Programme (CWP), the relevant publicly appointed Implementing Agencies are responsible for the recruitment and selection of EPWP participants on each project. The implementing bodies will plan the recruitment process in consultation with local community leaders to ensure coordination, and if possible, combine recruitment for multiple projects.

6.2. Responsive to EPWP Requirements

The recruitment process shall be informed by and aligned with the EPWP requirements.

The targeting of participants shall seek to optimise the achievement of EPWP objectives and targets, and to contextualise the recruitment of participants in terms of local realities.

Recruited participants shall be made aware of the provisions of the EPWP Universal Principles, the Ministerial Determination, and the Code of Good Practice for the EPWP. As per the Code of Good Practice Notice No. 129 of 18 February 2011, the local community through all the structures available, must be informed of and consulted on the establishment of an EPWP project.

6.3. Community Participation in the Planning Processes

Before initiation of an EPWP project, the target community shall be mobilized to set up committees that will serve as the entry point for community participation and representation in the various phases of the project implementation cycle. The community shall be involved in identification and prioritization of the assets to be developed.

6.4. Wage Determination

The public body or implementing agency shall set the wage level before the recruitment of participants, so that participants are not paid less than the minimum wage and not more than prevailing wages for similar work in the project area. This is to avoid displacing workers in formal employment or those otherwise engaged in other sustainable income earning initiatives.

6.5. Adequate & Accessible Information

Community members shall have access to relevant, timely, accurate, and complete information to participate in the recruitment process. All reasonable efforts must be made to

announce the intention to recruit youth, women and persons with disability. Employment opportunities shall be communicated through various channels that optimise the effectiveness of reaching the intended participants. These may include:

- a) Flyers and notifications at local government offices and facilities,
- b) Existing community structures and communication channels,
- c) Existing or specially convened public meetings/gatherings, and
- d) Local community radio stations, newspapers, etc.

The announcement should always specify how, where and when potential candidates can register or apply for work on relevant EPWP projects. In addition, employment conditions (including responsibilities, wages, entitlements, health and safety, and contract duration) should be made known before the recruitment begins. Once appointed, each participant must be issued with a written contract.

6.6. Induction

An induction session will be conducted with all newly recruited EPWP participants to inform them about the programme, their duties, expectations and the Ministerial Determination.

6.7. Eligibility

The recruitment process shall be aligned with the self-targeting, community, and geographic targeting as per the EPWP Phase III. In order for youth to be eligible they must at least be 16 years old and not older than 35 at the time of the start of the work. In addition, participants should:

- a) reside within the ward in which the project is to be implemented. In the event that there are insufficient participants in the ward, then participants may be drawn from neighbouring wards (close to the project site). This practice may not always be applicable, for example, programmes such as *Working on Fire* which is not ward specific, may choose to recruit participants from a larger geographic area such as a municipality or province.
- b) be available to work on the dates as required by the project.
- c) apply or register for the work in accordance with the manner specified by the recruiting body.

6.8. Targeting and selection

All EPWP implementing bodies must endeavour to meet the prevailing demographic targets for EPWP Phase III, namely: 55% women, 55% youth and 2% persons with disabilities.

If more participants apply for work than the project can offer, the required number of candidates should be selected through a lottery process from all of those who applied, taking into account the above demographic target.

The prioritisation of participants to be recruited shall be agreed upfront (e.g., female-headed households, those receiving social grants, etc.). Other special considerations include:

- a) to ensure fairness and equity, the following criteria are suggested to help in targeting the poorest of the poor, namely persons who come from households:
 - i. where the head of the household has less than a primary school education,
 - ii. that have less than one full time person earning an income, and
 - iii. where subsistence agriculture is the source of income.
- b) persons with disabilities shall be actively sought for participation in the programme. The United Nations definition of a person with a disability shall be used.
- c) Persons with disabilities will be recruited based on consultation with local structures and community associations for persons with disabilities.
- d) Persons receiving social grants, including disability grants, are eligible to participate in the EPWP.

7. MONITORING AND EVALUATION

- 7.1 **Process:** the monitoring and evaluation will be done at various levels depending on the roles of the various stakeholders. The national DPW will monitor compliance of implementing public bodies to the Recruitment Guidelines by performing sampled assessments on implementing bodies.
- 7.2 **Indicators:** All implementing public bodies must have objectively verifiable (dynamic, cross-sectional and longitudinal) monitoring and evaluation indicators to assess compliance with the Recruitment Guidelines.
- 7.3 **Tools:** the monitoring and evaluation tools must be linked to the indicators and EPWP Reporting System (EPWP-RS). Mechanisms must be in place to:
 - a) Verify compliance to agreed performance standards.
 - b) Institute appropriate action against persons contravening these Recruitment Guidelines.
 - c) Sanction those performing below the expected ethical standards.

8. MEASURES REQUIRED TO DEAL WITH NON-COMPLIANCE

- 8.1 Non-compliance will be dealt with at operational levels using existing institutional policies.
- 8.2 Implementing bodies must institutionalise a mechanism to expose non-compliance with these Recruitment Guidelines.
- 8.3 Implementing bodies must have mechanisms for redress and/or sanctions when duties and commitments are not met.
- 8.4 The Public Employment Programmes Inter-Ministerial Committee (PEP-IMC) may be leveraged if issues are not resolved at the operational level.

9. ROLES AND RESPONSIBILITIES OF STAKEHOLDERS IN THE RECRUITMENT PROCESS.

Public Body	Responsibility	Roles
National Department of Public Works	To coordinate and monitor the implementation of the EPWP	<ul style="list-style-type: none"> To develop strategic documents to assist in the implementation of the EPWP. To conduct workshops on the implementation of the document. To ensure alignment of the existing EPWP municipal policies to the Recruitment Guidelines. To conduct evaluation assessments on the impact of the Recruitment Guidelines. To develop mechanisms for monitoring the compliance of implementing bodies to the Recruitment Guidelines. To monitor on a sample basis compliance to the EPWP Recruitment Guidelines.
Lead Sector Departments	To implement the EPWP and to report on programme performance of implementing bodies that utilize their own budgets and the Integrated Grant from DPW.	<ul style="list-style-type: none"> To inform the relevant local municipality about planned projects to be implemented within its boundaries. To ensure that the recruitment process is undertaken in partnership with the ward committees and other community structures where projects are implemented. Ensure wage rates comply with the EPWP requirements to avoid conflict among communities and spheres of government. The local authority to be part of the recruitment process to ensure convergence amongst spheres of government occurs in an efficient and coherent manner. Monitor the implementation of the EPWP Recruitment Guidelines.
Provincial Departments of Public Works	<ul style="list-style-type: none"> To implement the EPWP and to report on all work opportunities created utilizing their own budgets and the Integrated Grant from the national DPW. To coordinate the implementation of the EPWP 	<ul style="list-style-type: none"> To provide support on the roll-out of the Guidelines within the province. To make use of the existing coordination structures to discuss the progress on the implementation of the Guidelines. To identify areas of concern with regard to the implementation of the EPWP and communicate these to the national DPW.



	<p>by all public bodies in the province.</p> <ul style="list-style-type: none"> • To ensure that all EPWP work opportunities are reported on the EPWP Reporting System (EPWP-RS). • To provide assistance and support to the public bodies in the province with institutional arrangements to improve performance. • To assist public bodies in the province with interventions to implement the EPWP as well as to achieve their set targets. 	<ul style="list-style-type: none"> • To develop objective monitoring and evaluation indicators to monitor the implementation of the Guidelines. • To provide technical support to the public bodies. • To ensure the social facilitation and induction workshops cover the Recruitment Guidelines Principles.
Other Provincial Departments	<p>To implement the EPWP and to report on all work opportunities created utilizing their own budgets, as well as the Integrated Grant from DPW.</p>	<ul style="list-style-type: none"> • To inform the relevant local municipality about planned projects to be implemented within its boundaries. • To ensure that the recruitment process is undertaken in partnership with the ward committees and other community structures where projects are implemented. • Ensure wage rates comply with the EPWP requirements, to avoid conflict among communities and spheres of government. • The local authority to be part of the recruitment process to ensure convergence amongst spheres of government occurs in an efficient and coherent manner. • Monitor the implementation of the EPWP Recruitment Guidelines.
Local Municipalities	<p>To implement the EPWP and to report on all work opportunities created utilizing their own budgets, as well as the Integrated Grant from the national DPW.</p>	<ul style="list-style-type: none"> • Must ensure that the recruitment process for EPWP participants is aligned to the Recruitment Guidelines. • To ensure that during the facilitation process, the communities are made aware of the recruitment process to be followed, the Ministerial Determination and the Code of Good Practice. • To workshop the ward committee members and Project Steering Committee (PSC) members on the recruitment process and EPWP Recruitment Guidelines.



		<ul style="list-style-type: none">• A process of redress should be properly outlined before the commencement of the recruitment process.• Monitor the implementation of the Recruitment Guidelines.
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10. APPLICABILITY

These Recruitment Guidelines apply to all National and Provincial government departments, Municipalities, Public Entities, Non-Profit Organizations and other bodies implementing the Expanded Public Works Programme.

11. EFFECTIVE DATE

These Recruitment Guidelines will take effect 20 days from the date of signature by the Director-General of the Department of Public Works.

12. AUTHORITY FOR THIS GUIDELINES

These Recruitment Guidelines are issued in terms of the EPWP Ministerial Determination Gazette number: 35310 4th May 2012 and the Code of Good Practice as published in Gazette number: 34032 of 18th February 2011.

MS N.M OLIPHANT, MP

MINISTER: DEPARTMENT OF LABOUR

DATE: 5/2/2017



MINISTER
LABOUR
REPUBLIC OF SOUTH AFRICA

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Mr N.P.T Nhleko, MP

Minister of Public Works

Private Bag X 91551

CAPE TOWN,

8001

Dear Minister Ntleko

**APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS: EXPANDED PUBLIC
WORKS PROGRAMME (EPWP) RECRUITMENT GUIDELINES**

Kindly be advised that your draft guidelines indeed comply with the requirements of the Ministerial Determination and Code of Good Practice on EPWP. Please take note however that non-compliance with the Unemployment Insurance Act is still experienced in certain projects. For this reason it would be appreciated if reference could be made to Unemployment Insurance Act (UIA) 63 of 2001 as amended as well as the Compensation for Occupational Injuries and Diseases Act (COIDA) 130 of 1993.

Please note that I have taken the liberty of incorporating this aspect in the Guidelines for your consideration.

I hope that you will find this in order.

KINDEST REGARDS

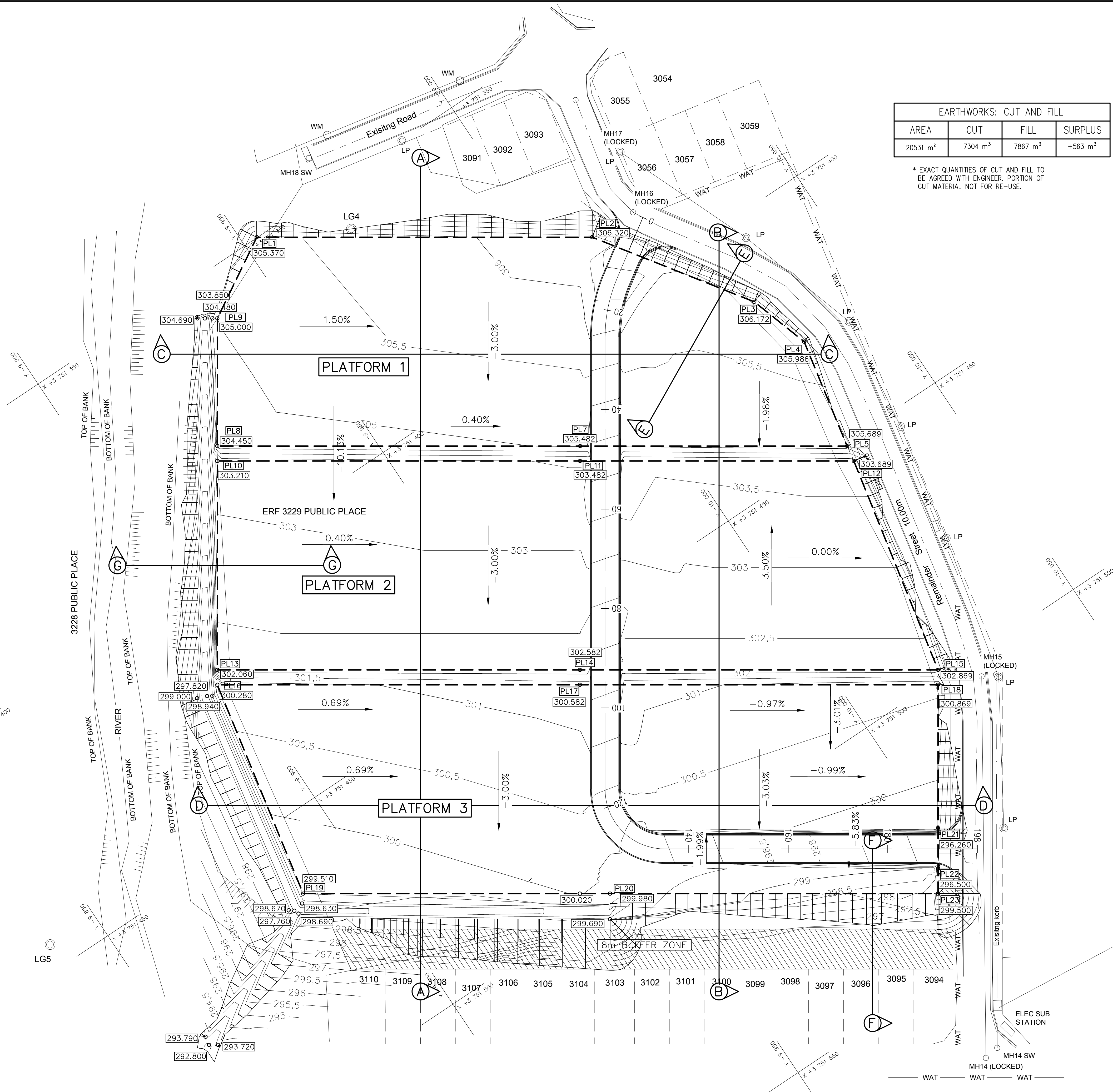


DATE: 05/12/2017.....

MN OLIPHANT

MINISTER OF LABOUR

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THIS DESIGN IS COPYRIGHT OF EAS INFRASTRUCTURE ENGINEERS, AND MAY NOT BE USED WITHOUT THEIR PERMISSION.

GENERAL NOTES :

1. THESE ITEMS MUST BE REMOVED, WHEREVER THEY ARE ENCOUNTERED, AND SPOILED OFF SITE
 - a. ORGANIC / GARDEN REFUSE:
 - b. HOUSEHOLD REFUSE: HIGHLY VARIABLE
 - c. PLASTIC ITEMS: BOTTLES, CONTAINERS, PIPES,
 - d. MISCELLANEOUS: TIRES, FABRICS, MATTRESSES, FENCING, CARDBOARD BOXES, FURNITURE
2. REHABILITATION REQUIREMENTS (EARTHWORKS)
 - a. REMOVE ALL VEGETATION.
 - b. REMOVE ALL THE VISIBLE ITEMS LISTED IN SECTION 1. a) TO d). ABOVE, AND SPOIL TO AN APPROVED WASTE SITE.
 - c. ALL BOULDERS, LARGE CONCRETE ELEMENTS AND BRICKWORK ELEMENTS TO BE PLACED IN STOCKPILE FOR BREAKING.
 - d. OVER ALL AREAS WHICH ARE TO BE FILLED, THE SURFACE IS TO BE LEVELED OFF AND COMPACTED WITH 8 PASSES OF A 10 TON VIBRATORY GRID ROLLER.
 - e. BUILDERS RUBBLE, SAND AND GRAVELLY MATERIALS, IN THE CUT ZONES, ARE TO BE STOCKPILED FOR LATER USE ON THE PLATFORM SURFACE LAYER.
 - f. CUT TO COMPACTED FILL, TO 250MM BELOW THE PLATFORM LEVEL, COMPACTING, IN LESS THAN 300MM LAYERS, WITH 8 PASSES OF A 10 TON VIBRATORY GRID ROLLER.
 - g. COMPACT SURFACE OF CUT AREAS WITH 8 PASSES OF A 10 TON VIBRATORY GRID ROLLER.
 - h. PLACE, MIX AND COMPACT BULK FILL FROM CRUSHED ROCK IN 400mm THICK LAYERS COVERED WITH 150mm SAND SOIL LAYER.
 - i. PLACE, MIX AND COMPACT 150MM OF BUILDERS RUBBLE, SAND AND GRAVELLY MATERIALS WITH 5 PASSES OF A 10 TON VIBRATORY GRID ROLLER.
 - j. PLACE, MIX AND COMPACT 100MM OF IMPORTED G7 WEARING COURSE GRAVEL ACCORDING TO TRH20.

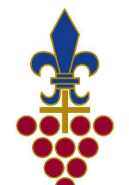
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A	FOR APPROVAL	01/07/20
REV	DESCRIPTION	DATE

CONSULTANT



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PROJECT

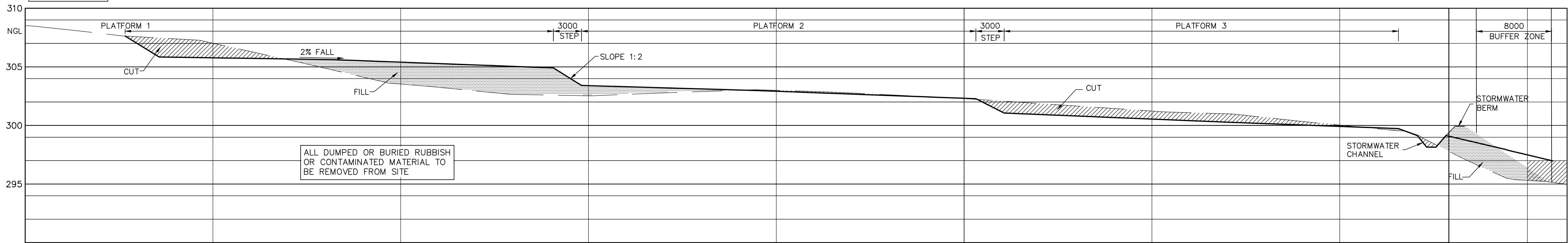
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TEMPORARY RELOCATION
AREA UPGRADES

TITLE

ARTHWORK LAYOUT

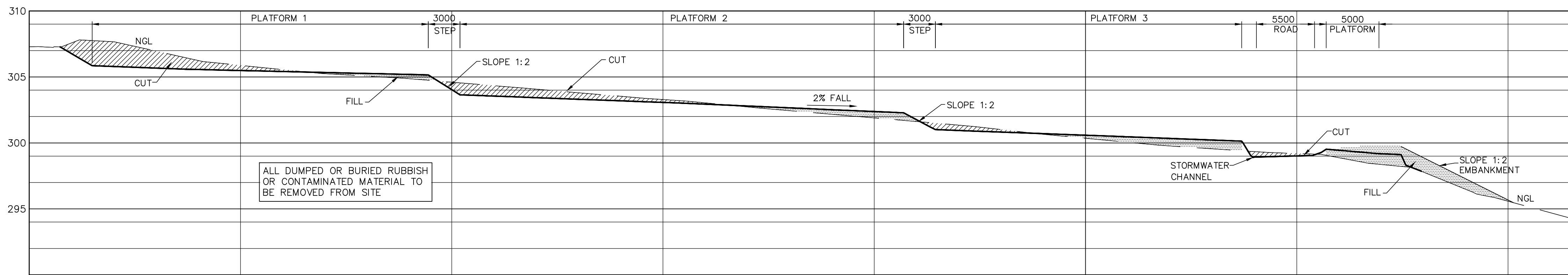
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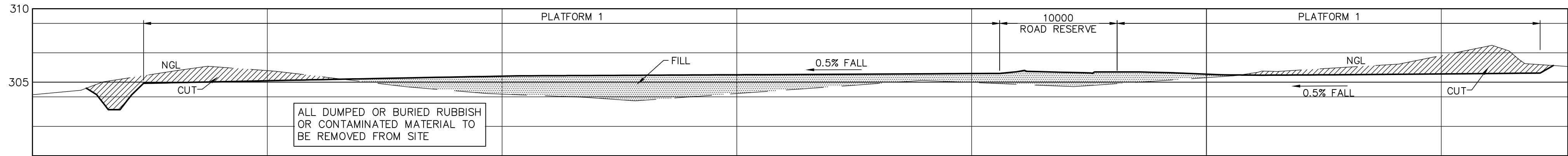
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Vertical 1:200
Datum 290.000



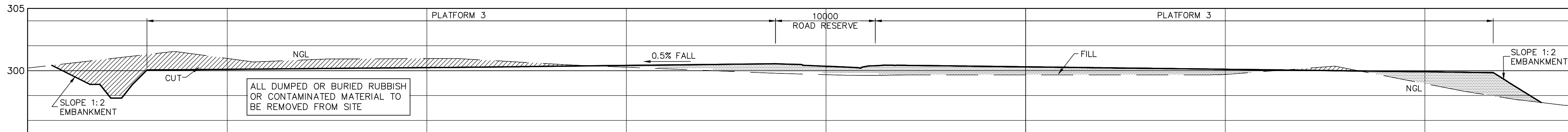
CROSS SECTION B-B

SCALES:
Horizontal 1:250
Vertical 1:200
Datum 300.000



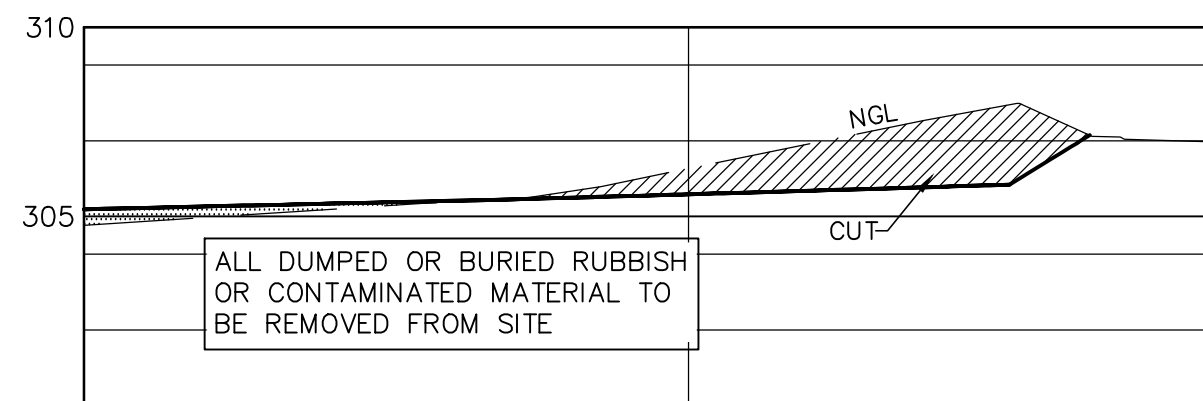
CROSS SECTION C-C

SCALES:
Horizontal 1:250
Vertical 1:200
Datum 295.000



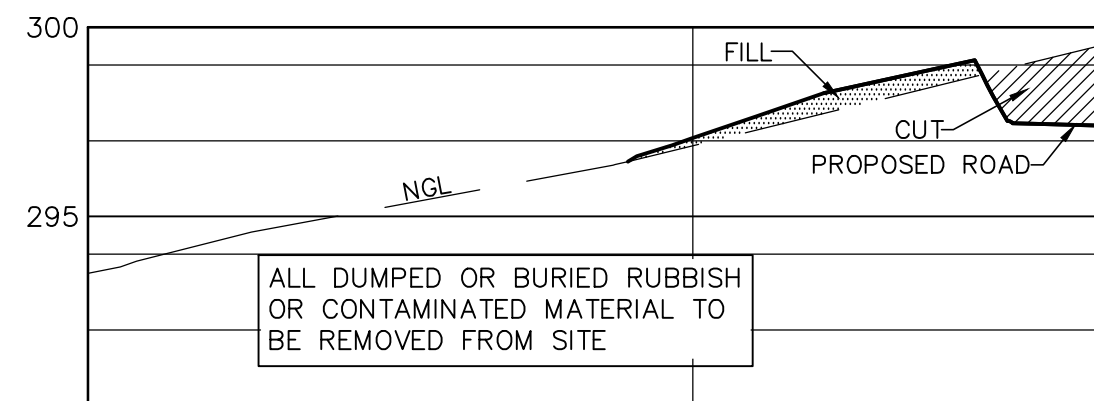
CROSS SECTION D-D

SCALES:
Horizontal 1:250
Vertical 1:200
Datum 300.00



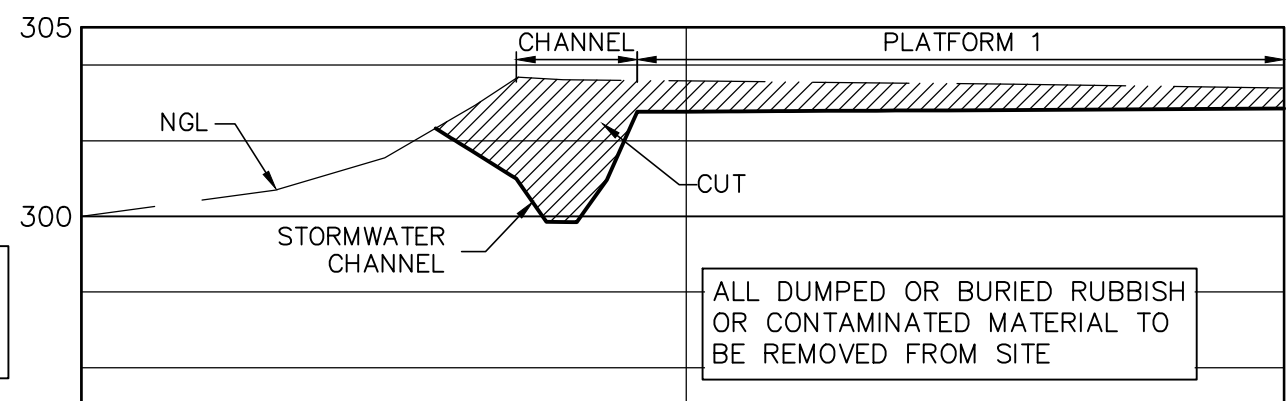
CROSS SECTION E-E

SCALES:
Horizontal 1:250
Vertical 1:200
Datum 290.00

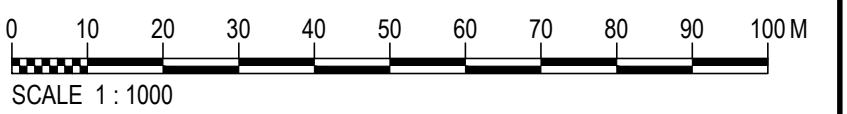


CROSS SECTION F-F

SCALES:
Horizontal 1:250
Vertical 1:200
Datum 295.00



CROSS SECTION G-G



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GENERAL NOTES :

REV	DESCRIPTION	DATE
D	FOR TENDER	16/03/21
C	CROSS SECTIONS ADDED	13/01/21
B	FOR FINAL APPROVAL	09/10/20
A	FOR APPROVAL	01/07/20

CONSULTANT



CLIENT



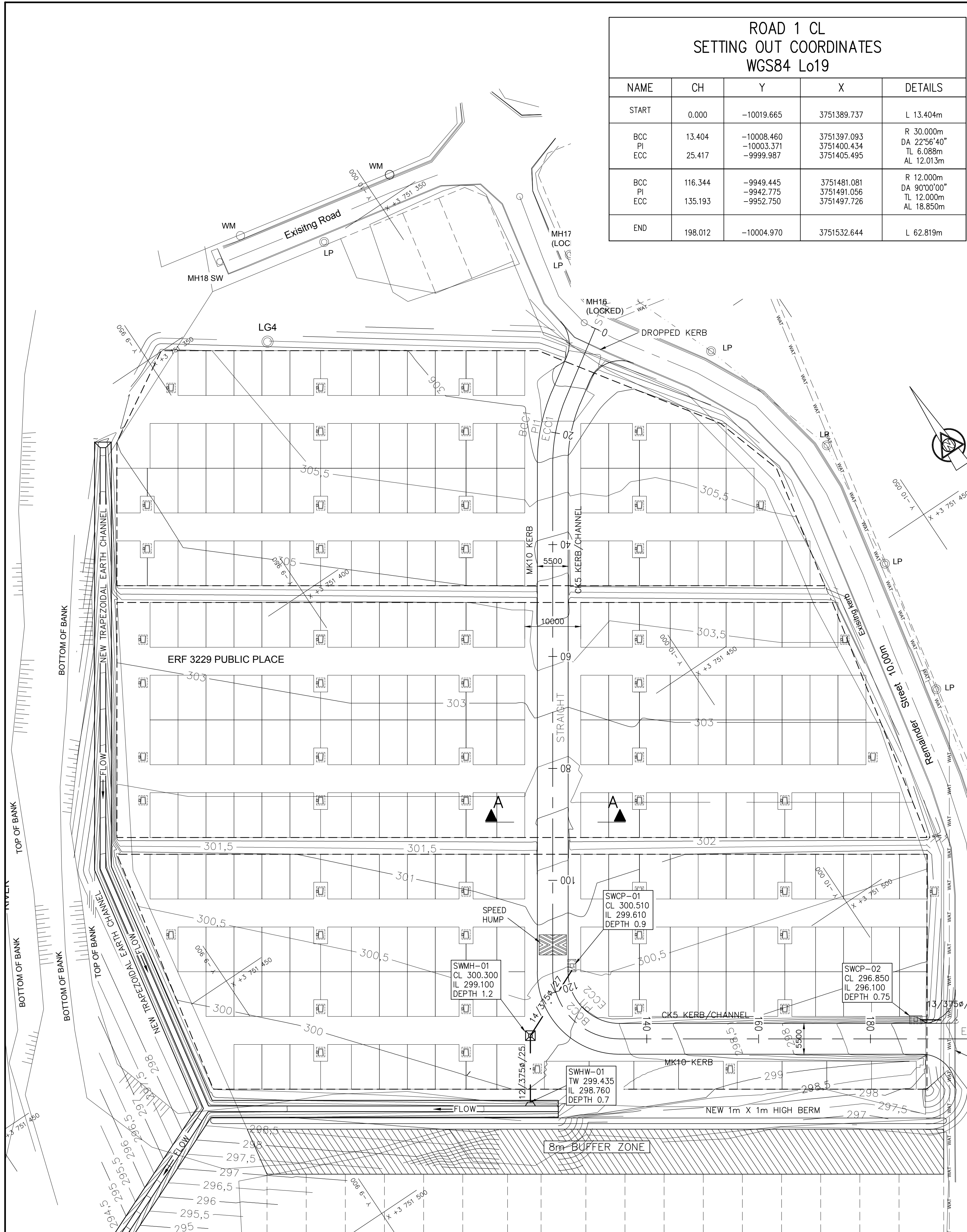
PROJECT

ERF 3229 MOOIWATER
TEMPORARY RELOCATION
AREA UPGRADES

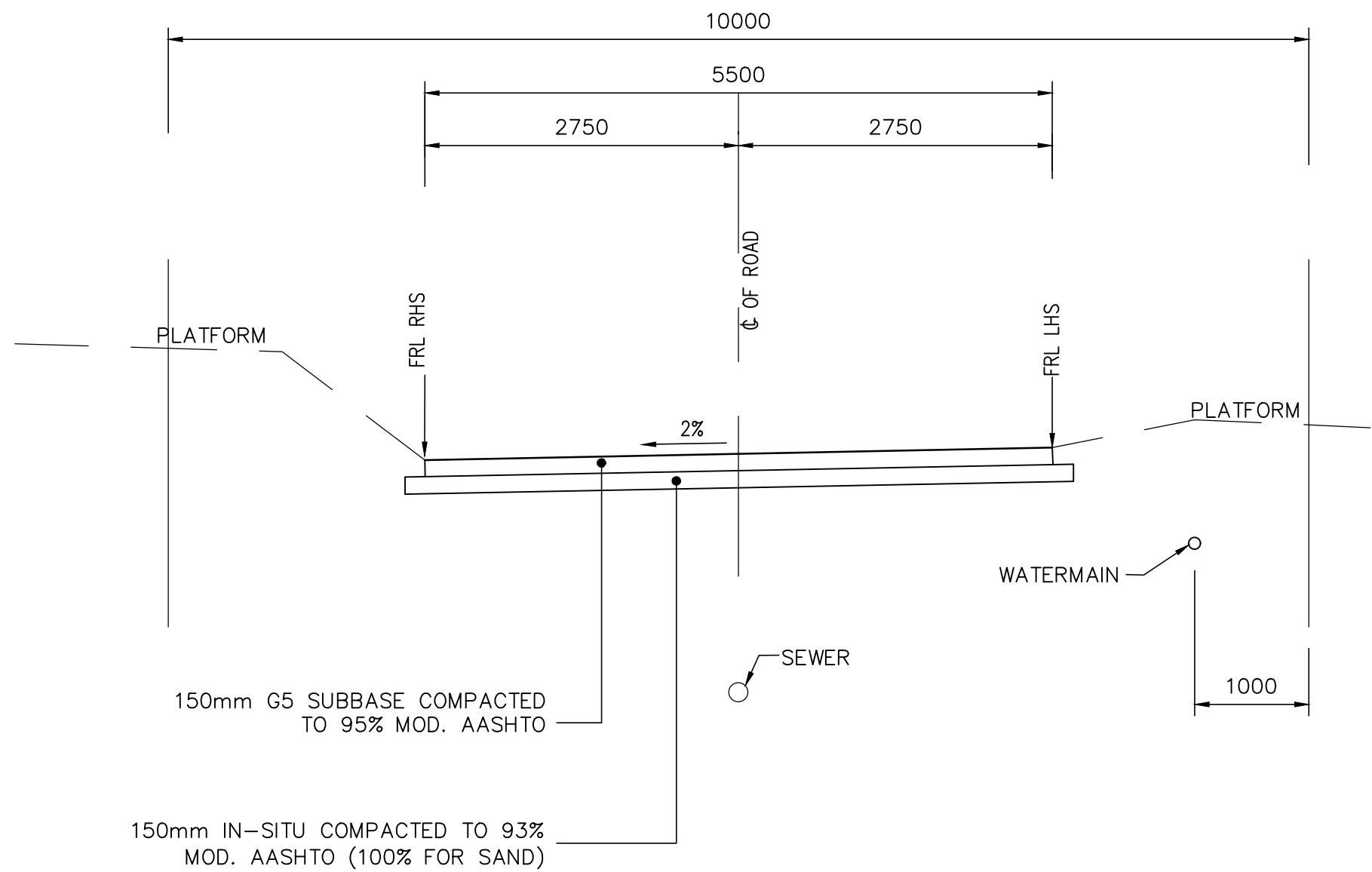
TITLE

EARTHWORKS
CROSS SECTIONS

DESIGNED	C STOCKWELL	CONSULTANT SIGNATURE	
DRAWN	S SIMONS	DRWG. NO.	Pr No. 200870129
SCALE	HORIZONTAL - 1:250 VERTICAL - 1:200	REV	
PROJ No.	19016i	C5001	D

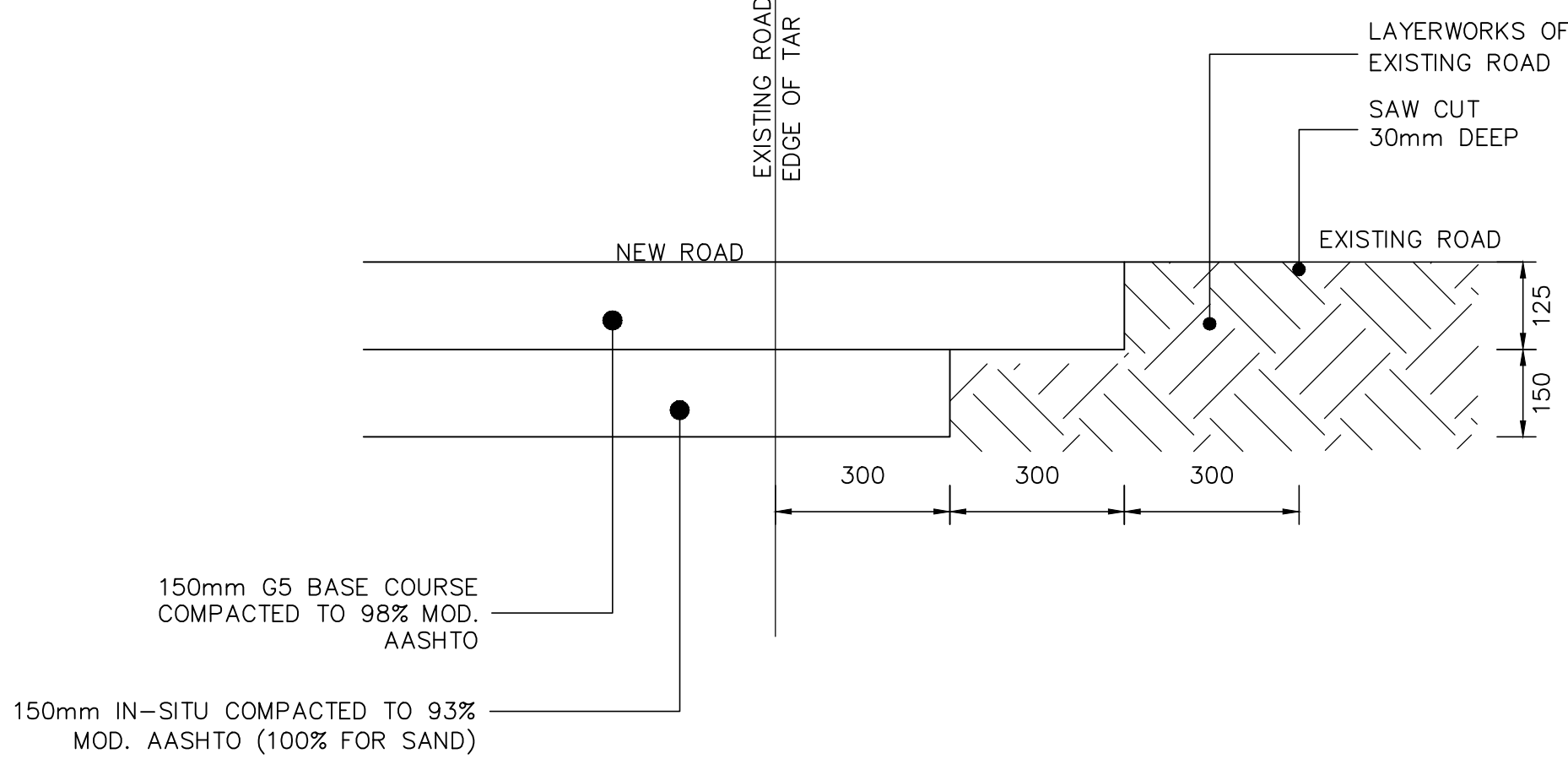


ROAD 1 CL SETTING OUT COORDINATES WGS84 L019				
NAME	CH	Y	X	DETAILS
START	0.000	-10019.665	3751389.737	L 13.404m
BCC PI ECC	13.404 25.417	-10008.460 -10003.371 -9999.987	3751397.093 3751400.434 3751405.495	R 30.000m DA 22°56'40" TL 6.088m AL 12.013m
BCC PI ECC	116.344 135.193	-9949.445 -9942.775 -9952.750	3751481.081 3751491.056 3751497.726	R 12.000m DA 90°00'00" TL 12.000m AL 18.850m
END	198.012	-10004.970	3751532.644	L 62.819m



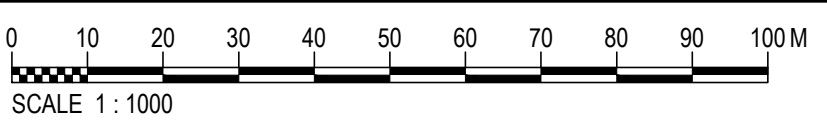
TYPICAL SECTION A-A WITHOUT LAYER WORKS

SCALE 1:50



DETAIL OF TIE-IN TO EXISTING ROAD (TYPICAL)

NOT TO SCALE



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GENERAL NOTES :

1. ALL WORK TO BE EXECUTED IN ACCORDANCE WITH THE RELEVANT SECTIONS OF SABS 1200 AND THE PROJECT SPECIFICATIONS.
2. MANHOLES TO BE IN ACCORDANCE WITH STANDARD DRAWINGS.
3. 32/300ø/120= 32m, 300ø PIPE, 1:120 GRADE.
4. DRAWING NOT TO BE SCALED.
5. COVER LEVELS OF ALL MANHOLES ARE APPROXIMATE, COVERS TO BE FIXED ACCORDING TO FINAL ROAD LEVELS.
6. THE CONTRACTOR SHALL CHECK THE POSITION AND LEVEL OF EACH EXISTING PIPE, PRIOR TO COMMENCING ANY CONSTRUCTION WHICH MUST LINK UP SUCH PIPE. THE CONTRACTOR SHALL GIVE WRITTEN CONFIRMATION OF THE ACCURACY OR INACCURACY OF THE POSITIONS AND LEVELS OF THE EXISTING PIPES TO THE ENGINEER.
7. THE ENGINEER WILL NOT ACCEPT ANY CLAIMS FOR COSTS OF CONSTRUCTION INCURRED BECAUSE THE POSITION OR LEVELS OF THE EXISTING PIPE VARIES FROM THAT SHOWN ON THE DRAWING.
8. STORMWATER PIPES TO BE 375ø CLASS 100D PRECAST CONCRETE SPIGOT & SOCKET.
9. STORMWATER, ASPHALT AND BASE COURSE LAYER IS NOT ON THIS CONTRACT.

LEGEND

- EXISTING STORMWATER PIPE
- EXISTING MANHOLE/CHAMBER
- NEW STORMWATER PIPE
- NEW STORMWATER MANHOLE
- NEW GULLEY GRID STORMWATER CATCHPIT

REV	DESCRIPTION	DATE
C	FOR TENDER	16/03/21
B	FOR FINAL APPROVAL	09/10/20
A	FOR APPROVAL	01/07/20

CONSULTANT

EAS INFRASTRUCTURE ENGINEERS

CLIENT

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PROJECT

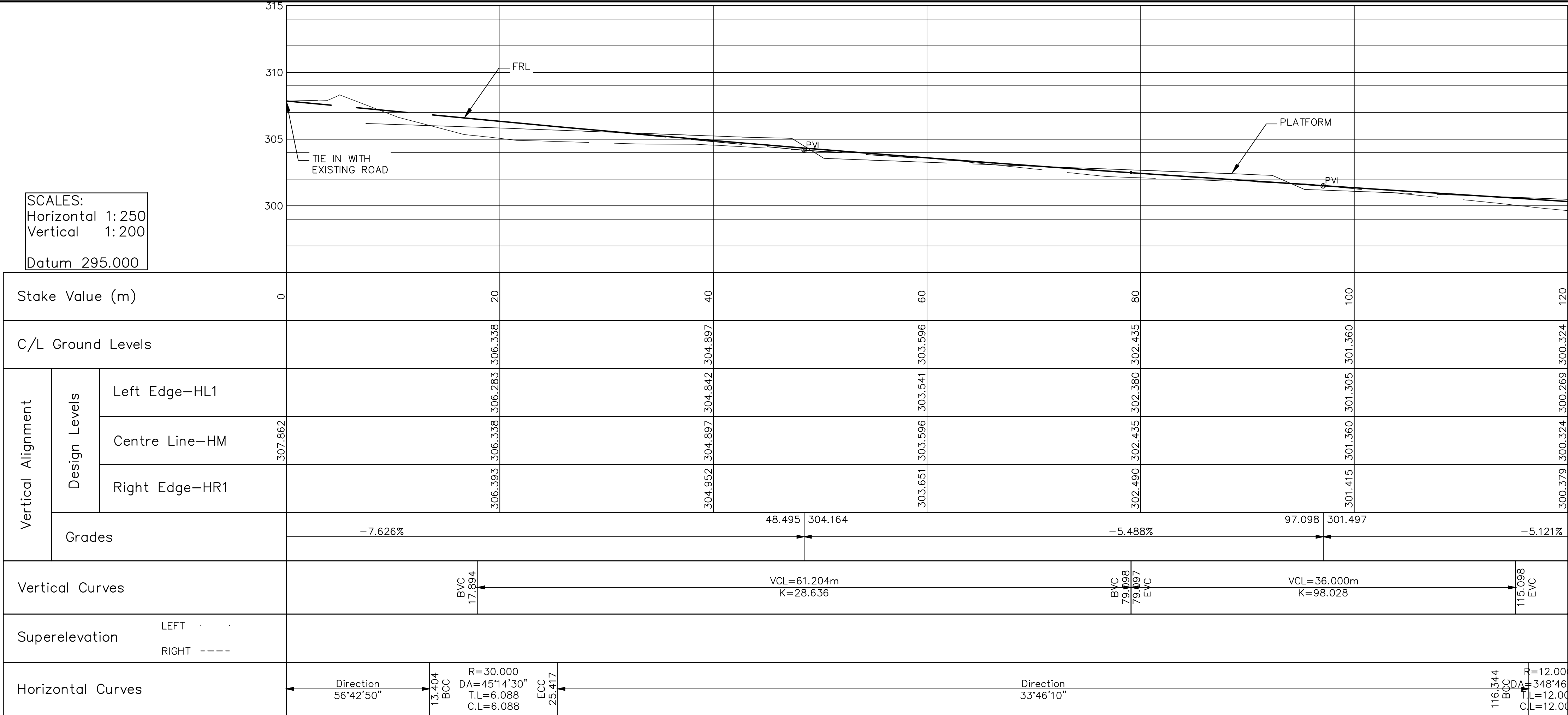
**ERF 3229 MOOIWATER
TEMPORARY RELOCATION
AREA UPGRADES**

TITLE

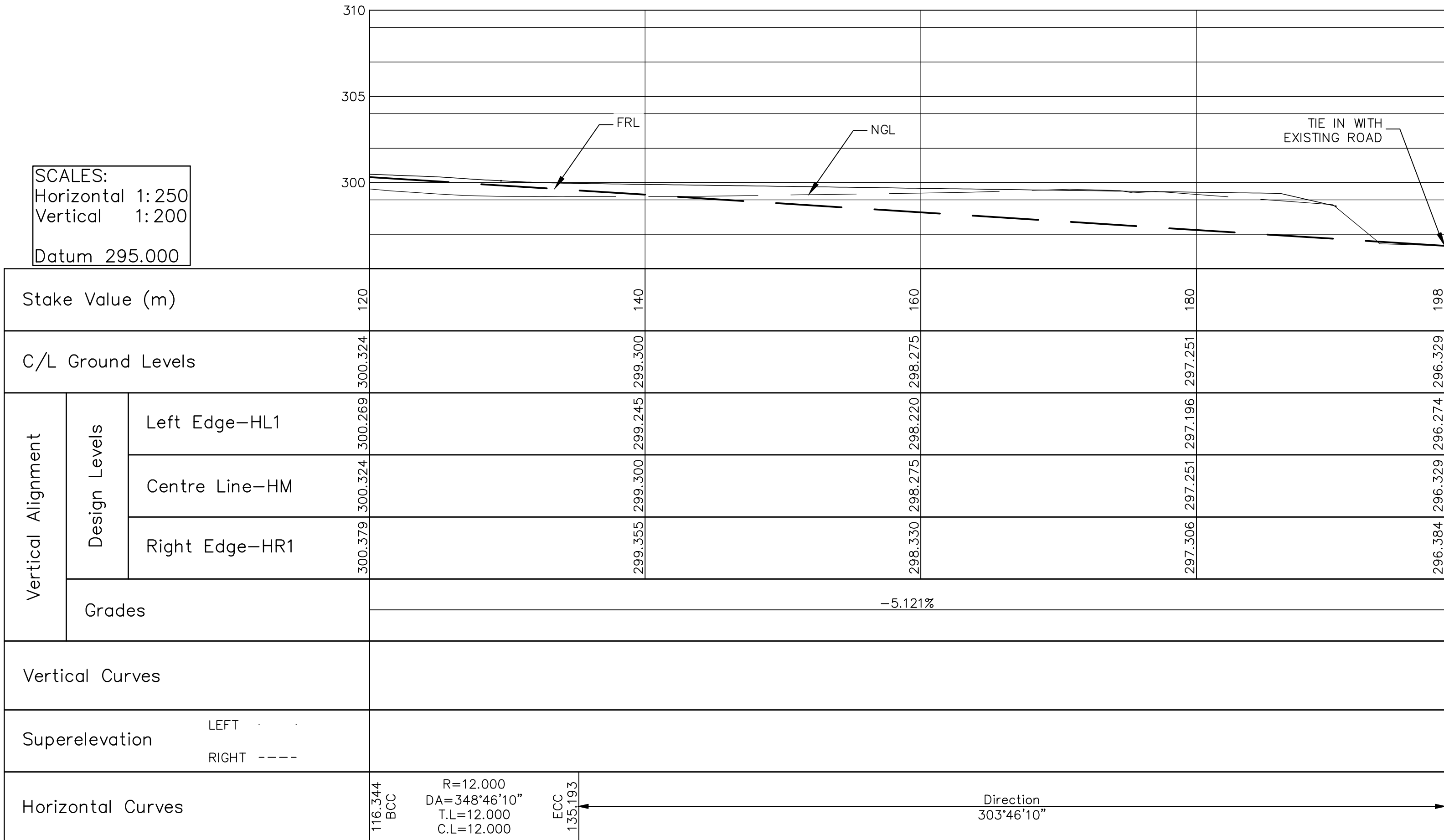
**ROADS AND
STORMWATER LAYOUT**

DESIGNED	C STOCKWELL	CONSULTANT SIGNATURE	
DRAWN	J CHRISTIANS	DRWG. NO.	Pr No. 2008/70129
SCALE	1:400	REV	
PROJ No.	19016i	C6000-1	C

STORMWATER SETTING OUT CO-ORDINATES SYSTEM WGS 84		
POINT	+Y	+X
SWCP-01	-9 952.899	3 751 482.061
SWMH-01	-9 939.768	3 751 488.358
SWHW-01	-9 933.165	3 751 498.232
SWCP-02	-9 998.630	3 751 524.295

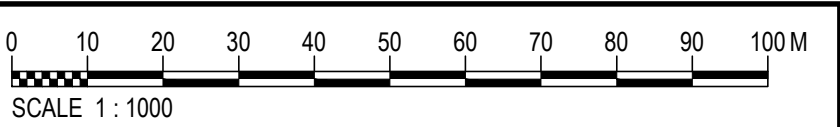


LONGSECTION – SV 0 TO SV 120



LONGSECTION – SV 120 TO SV 198

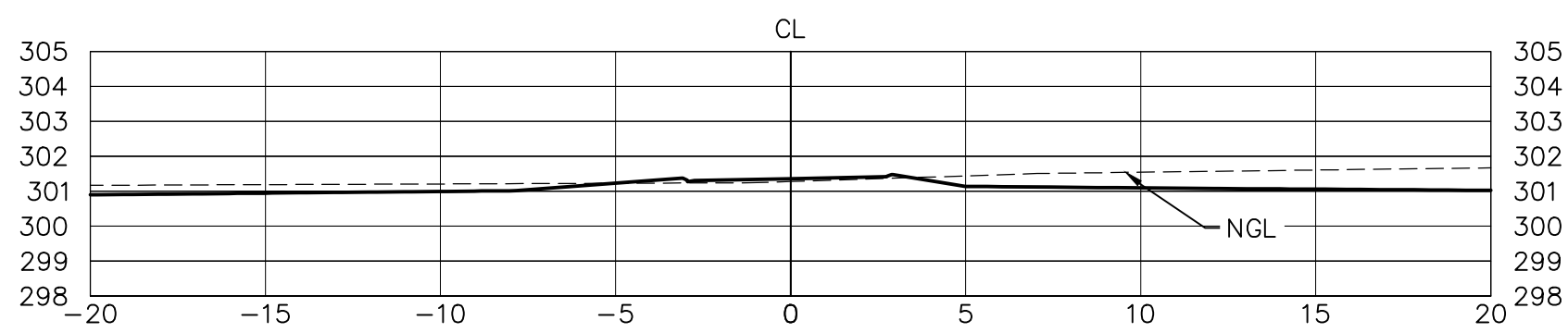
ROAD 1 CL SETTING OUT COORDINATES WGS84 Lo19				
NAME	CH	Y	X	DETAILS
START	0.000	-10019.665	3751389.737	L 13.404m
BCC1	13.404	-10008.460	3751397.093	R 30.000m
PI1		-10003.371	3751400.434	DA 22°56'40"
ECC1	25.417	-9999.987	3751405.495	TL 6.088m
				AL 12.013m
BCC2	116.344	-9949.445	3751481.081	R 12.000m
PI2		-9942.775	3751491.056	DA 90°00'00"
ECC2	135.193	-9952.750	3751497.726	TL 12.000m
				AL 18.850m
END	198.012	-10004.970	3751532.644	L 62.819m



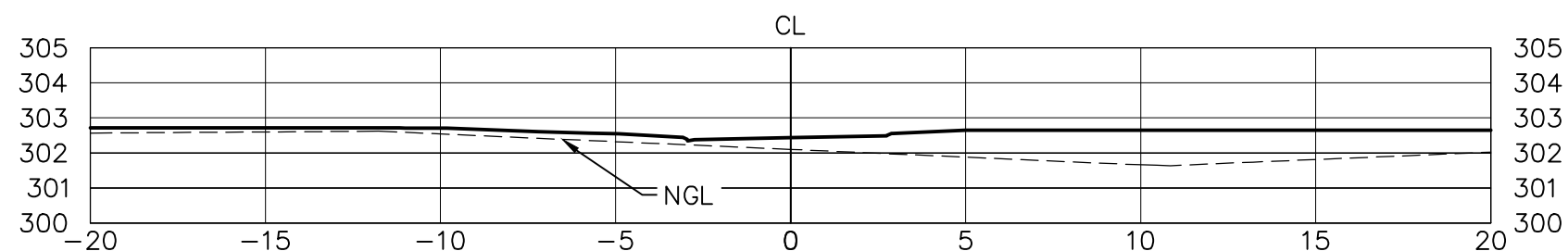
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- GENERAL NOTES :
1. READ THIS DRAWING IN CONJUNCTION WITH ALL OTHER APPLICABLE ENGINEER'S DRAWINGS.
 2. CONTRACTOR TO CHECK ALL DIMENSIONS ON SITE DISCREPANCIES TO BE REPORTED IMMEDIATELY.
 3. LEVELS PROVIDED ON ROAD ARE FINAL SURFACING LEVELS. FOR THIS CONTRACT THE ASPHALT AND BASE LAYER THICKNESS (155mm) MUST BE SUBTRACTED TO TOP OF G5 LAYER.

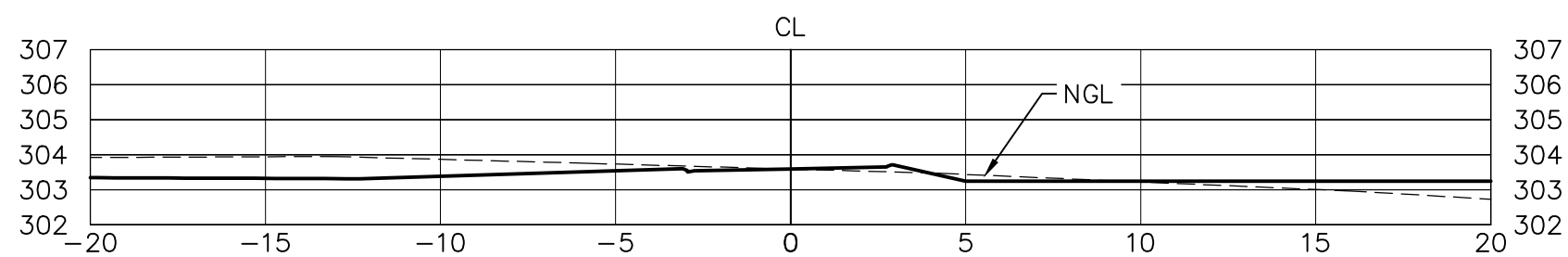
C	FOR TENDER	16/03/21
B	FOR FINAL APPROVAL	09/10/20
A	FOR APPROVAL	01/07/20
REV	DESCRIPTION	DATE
CONSULTANT		
CLIENT		
PROJECT		
ERF 3229 MOOIWATER TEMPORARY RELOCATION AREA UPGRADES		
TITLE		
ROAD LONGITUDINAL SECTION		
DESIGNED	C STOCKWELL	CONSULTANT SIGNATURE
DRAWN	S SIMONS	
SCALE	HORIZONTAL - 1:500 VERTICAL - 1:400	DRWG. NO. Pr No. 200870129
PROJ No.	19016i	C6001
		C



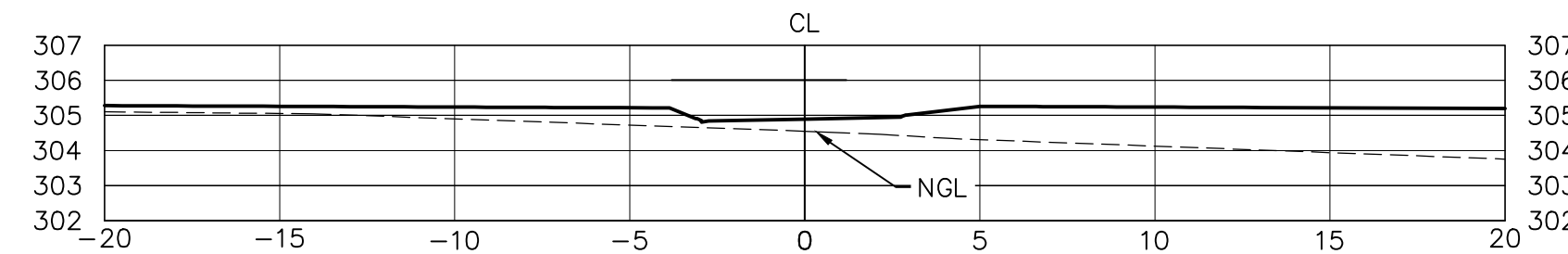
Chainage 100



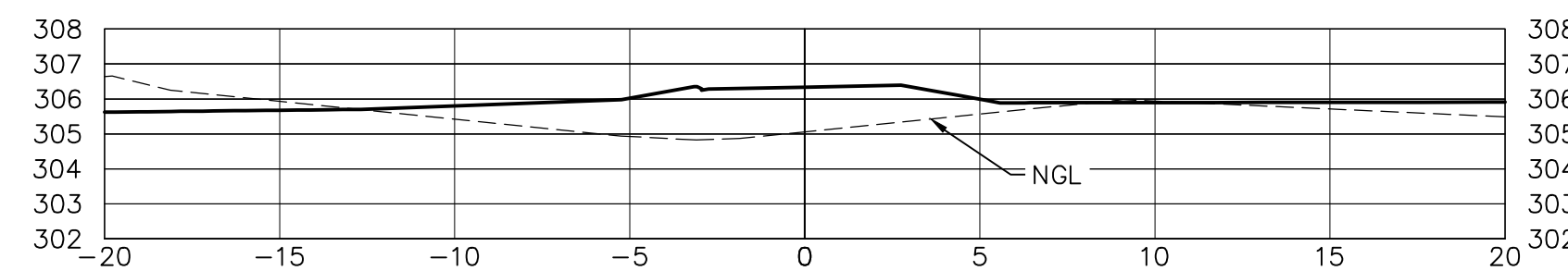
Chainage 80



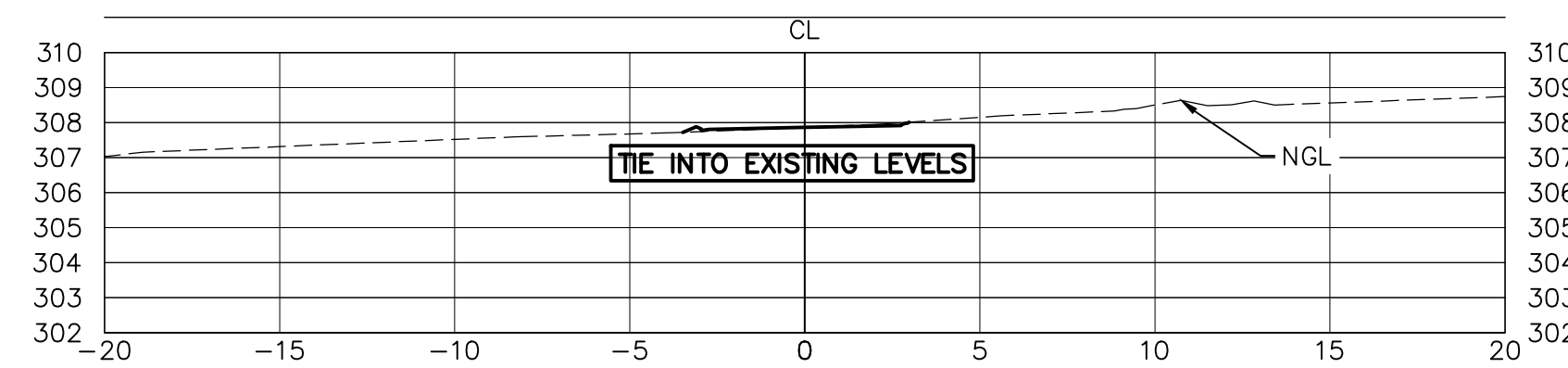
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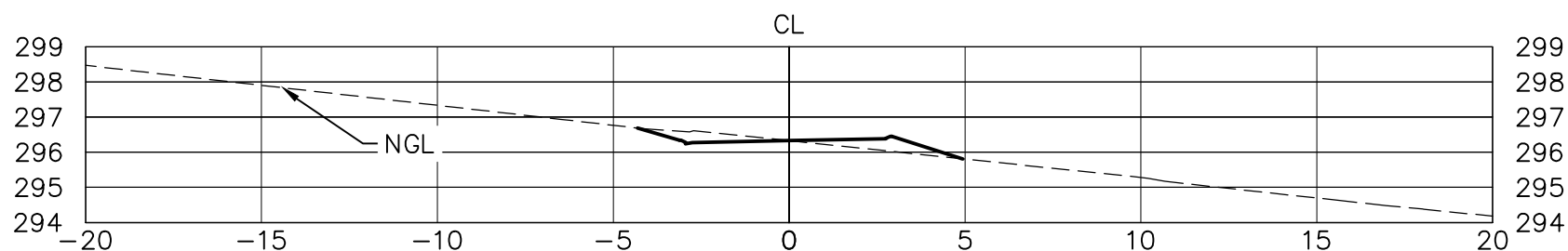
Chainage 40



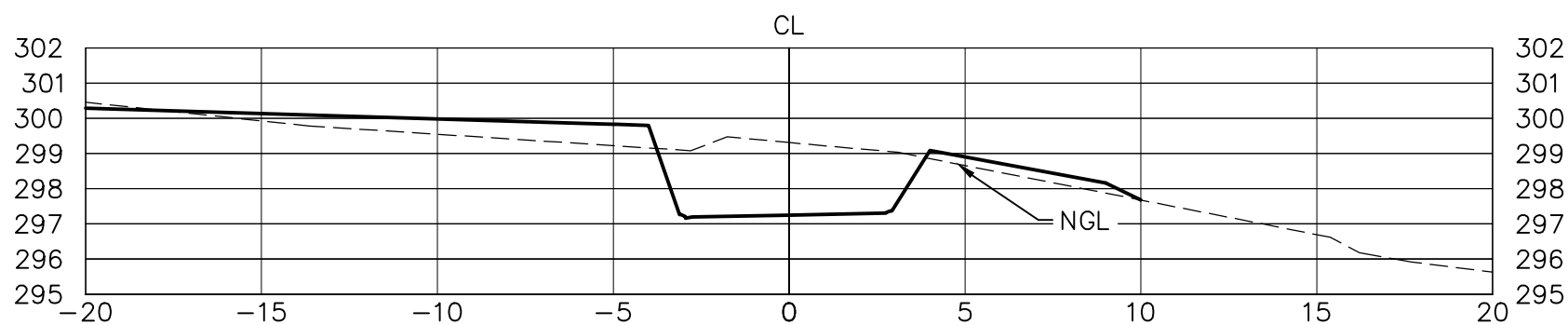
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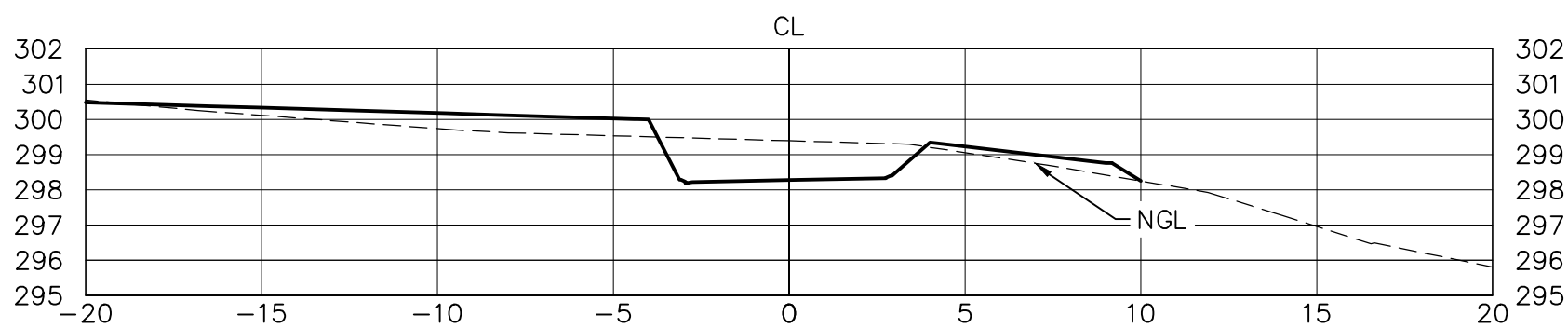
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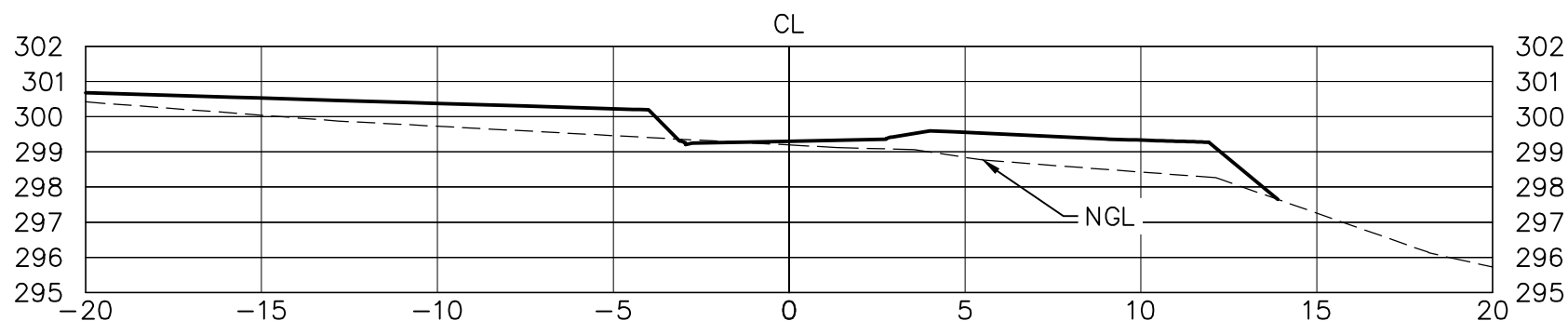
Chainage 198



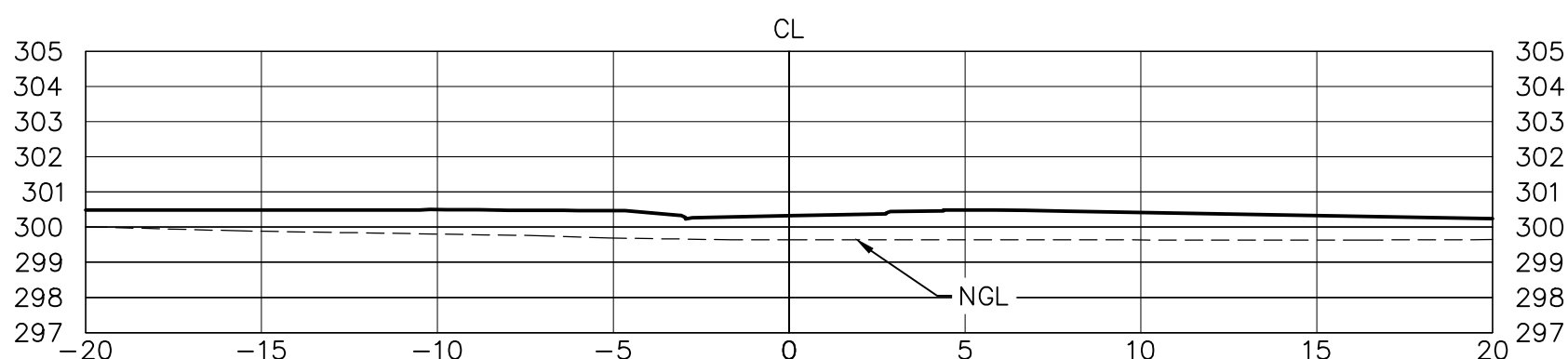
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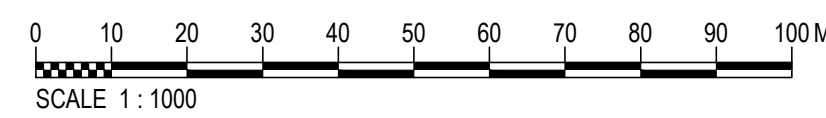
Chainage 160



Chainage 140

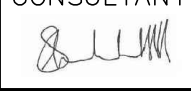


Chainage 120



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- GENERAL NOTES :**
1. READ THIS DRAWING IN CONJUNCTION WITH ALL OTHER APPLICABLE ENGINEER'S DRAWINGS.
 2. CONTRACTOR TO CHECK ALL DIMENSIONS ON SITE DISCREPANCIES TO BE REPORTED IMMEDIATELY.

C	FOR TENDER	16/03/21
B	FOR FINAL APPROVAL	09/10/20
A	FOR APPROVAL	01/07/20
REV	DESCRIPTION	DATE
CONSULTANT		
 INFRASTRUCTURE ENGINEERS		
CLIENT		
 STELLENBOSCH STELLENBOSCH • PNIEL • FRANSCHHOEK MUNISIPALITEIT • UMASIPALA • MUNICIPALITY		
PROJECT		
ERF 3229 MOOIWATER TEMPORARY RELOCATION AREA UPGRADES		
TITLE		
ROAD CROSS SECTIONS		
DESIGNED	C STOCKWELL	CONSULTANT SIGNATURE
DRAWN	S SIMONS	 Pr No. 200870129
SCALE	HORIZONTAL - 1:2000 VERTICAL - 1:200	DRWG. NO. REV
PROJ No.	19016i	C6002 C