

**TENDER NO. 51/2016**

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**PROJECT DOCUMENT**

FOR

**CONSTRUCTION OF HALF AN  
OLYMPIC SIZE SWIMMING POOL**

**VOLUME 1**

(RETURNABLE DOCUMENT)

Name of Tenderer	
Telephone Number	
Fax Number	
Email Address	
Practical Completion Period (Weeks)	
Total Bid Price (VAT Included)	

**AUGUST 2016**

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<b>PARTICULARS OF BIDDER</b>
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- 1. BIDDER: .....
  
- POSTAL ADDRESS: .....
  
- .....
  
- EMAIL ADDRESS: .....
  
- CONTACT PERSON: .....
  
- TELEPHONE NUMBER: .....
  
- FAX NUMBER: .....
  
- CELLULAR NUMBER: .....

<b>GENERAL TENDER INFORMATION</b>
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**TENDER ADVERTISED** : 27 August 2016

**ESTIMATED CIDB CONTRACTOR GRADING** : 4ME/4CE

**SITE BRIEFING SESSION (COMPULSORY)** : 05 September 2016

**VENUE FOR SITE BRIEFING SESSION** : Prince Albert Swimming Pool Site

**CLOSING DATE** : 13 September 2016

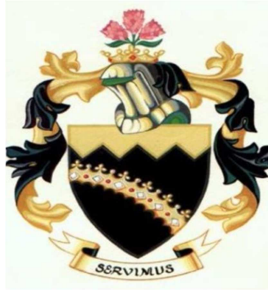
**CLOSING TIME** : 12:00

**CLOSING VENUE** : Tender Box at the Municipal Offices  
33 Church Street  
Prince Albert  
6930

**PRINCE ALBERT MUNICIPALITY  
CONSTRUCTION OF HALF AN OLYMPIC SIZE SWIMMING POOL  
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**TENDER NOTICE AND INVITATION TO TENDER: CONTRACT 51/2016 :  
CONSTRUCTION OF HALF AN OLYMPIC SIZE SWIMMING POOL**

The Municipal Manager invites tenders for the above mentioned works, located in the Prince Albert Municipal jurisdiction.

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions and Tender Data (Clause F.2.1) are eligible to submit tenders. It is estimated that tenderers should have a CIDB grading of **4ME/4CE** or higher. Tenderers are referred to the Special Conditions of Tender relevant to this tender included as Clause 4.5 under the Tender Data.

All bids received shall be evaluated in terms of the Prince Albert Municipality Supply Chain Management Policy and the Preferential Procurement Regulations of 2011. It is estimated that the 90/10 preference points system will be applicable. Tenders satisfying the qualifying criteria will be evaluated in terms of price and preference.

A set of tender documents may be obtained from the Prince Albert Finance Department, 33 Church Street, Prince Albert, from 29 August 2016 during office hours, Monday to Friday, 08:00 to 15:30. Payment of a non-refundable tender participation fee of **R350.00** (VAT inclusive) is applicable. This is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee must accompany your tender document when submitting it. Alternatively the document may be downloaded free of charge from the website: [www.pamun.gov.za](http://www.pamun.gov.za). Refer enquiries **only in the aforementioned regard** to Ms. Christa Baadjies at (023) 5411036 , for Technical enquiries Mr. HFW Mettler (023) 5411320

All prospective tenderers will meet at the offices of the Prince Albert Swimming Pool Site on **05 September 2016** at **10:00**, Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

The **closing time** for receipt of tenders is **12:00** on **Tuesday, 13 September 2016**, at Prince Albert Municipality, 33 Church Street, Prince Albert. Tenders, in sealed envelopes, marked "51/2016 – Construction of Half an Olympic Size Swimming Pool, must be placed in the Tender Box, located at the main entrance of Prince Albert Municipality, 33 Church Street, Prince Albert. Please note that the tender box is open during office hours only. Telegraphic, telephonic, telex, facsimile, electronic / email and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received.

HFW Mettler  
Municipal Manager  
Prince Albert Municipality  
PRINCE ALBERT  
6930

<b>PARTICULARS OF TENDERER</b>
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TENDERER: .....

POSTAL ADDRESS: .....

.....

PHYSICAL ADDRESS: .....

.....

CONTACT PERSON: .....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CONTACT PERSON RESPONSIBLE FOR ACCOUNTS/INVOICES: .....

.....

COMPANY INCOME TAX NUMBER: .....

VAT REGISTRATION NUMBER: .....

COMPANY REGISTRATION NUMBER: .....

ANY OTHER REGISTRATION APPLICABLE TO THIS INDUSTRY: .....

CIDB REGISTRATION NUMBER: .....

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**T1.1.4: DETAILS OF TENDERING ENTITY'S BANK**

**FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

**DESCRIPTION OF BANK DETAIL    BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE**

Name of bank

Branch name

Branch code

Street address

Postal address

Name of  
Manager

Telephone number (     )

Fax number (     )

Name of Account Holder

Account number

Type of Account

Signature of Tenderer:

Date:

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**T1.2: TENDER DATA**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F(not included) of the 14 November 2008 edition of the CIDB Standard for Uniformity in Construction Procurement. The Standard Conditions of Tender for Procurements 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.

Clause	Wording
F.1.1	The employer is Prince Albert Municipality, Department: Technical Services, Private Bag X53, Prince Albert, 6930.
F.1.2	The tender documents issued by the Employer comprise:
	THE TENDER
	PART T1 Tender Procedures
	T1.1 Tender Notice and Invitation to Tender
	T1.2 Tender Data
	PART T2 Returnable Documents
	T2.1 List of Returnable Documents
	T2.2 Returnable Schedules
	T2.2 Other documents required for tender evaluation purposes
	T2.3 Returnable Schedules that will be incorporated in the contract
	THE CONTRACT
	PART 1 Agreement and Contrat Data
	1.1 Form of Offer and Acceptance
	1.2 Contract Data
	1.3 Objections and Complainants Form
	1.4 Forms of Professional Indemnity
	1.5 Performance Guarantee
	1.6 Occupational Health and Safety Notification Form (Pro Forma)
	1.7 Occupational Health and Safety
	PART 2 Pricing Data
	2.1 Pricing Instructions
	2.2 Bill of Quantities
	PART 3 Scope of Work
	3.1 Purpose
	3.2 Location of works
	3.3 Definitions
	3.4 Work Included
	3.5 Documents required
	3.6 Work excluded
	3.7 Battery limits



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PART 4	DESIGN SPECIFICATIONS
4.1	Applicable standards
4.2	General
4.3	Swimming pool filter building
4.4	Electrical
4.5	Safety
4.6	Drawings
4.7	Procurement
4.8	Site establishment
4.9	Subcontractors
4.10	Verification
4.11	Spares
PART 5	MEASUREMENT & PAYMENT
5.1	Design & Supply
5.2	Installation & Commissioning
PART 6	SITE INFORMATION
6.1	Scope
6.2	Location of Works
6.3	Access to site
6.4	Topography
6.5	Climate
PART 7	Reference Drawings Bound to Document

F.1.4 The Employer will remain the agent:

Mr Heinrich Mettler  
Municipal Manager: Prince Albert Municipality  
33 Church Street  
Prince Albert  
6930  
[mettler@pamun.gov.za](mailto:mettler@pamun.gov.za)

- F.2.1 Only tenderers who satisfy the following eligibility criteria are eligible to submit tenders:
- (a) Quality control practices and procedures which ensure compliance with stated employer's requirements.
  - (b) Availability of resources.
  - (c) Capacity to mobilize own and sub-contracting resources.
  - (d) Availability of skills to manage and perform the contract (assigned personnel).
  - (e) Quality achievements on previous contracts of a similar nature.
  - (f) Previous works of a similar nature.
  - (g) Proof of registration with Construction Industry Development Board (Certificate of Contractor Registration).

F2.2 Construction Industry Development Board (CIDB) Registration  
Only those tenderers who are registered 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 4ME/4CE class of construction work, are eligible to have their tenders evaluated.

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Joint Ventures are eligible to submit tenders provided that:

1. Every member of the Joint Venture is registered with the CIDB.
2. The lead partner has a contractor grading designation in the 4ME class of construction work.
3. 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 4ME/4CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

F.2.7 The arrangements for a compulsory clarification meeting

are: Location: Prince Albert Swimming Pool Site

Date: 05 September 2016

Starting time: 10:00am

F.2.12 If any tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13 This Contract will not be subdivided and shall be awarded in full to the successful Tenderer.

F.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:

Prince Albert Municipality, Supply Chain Management, 33 Church Street,  
Prince Albert. Identification details:

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F.2.13 A two-envelope procedure will not be followed.

F.2.15 The closing time for submission of tender offers is 13 September 2016 at 12:00

F.2.15 Telephonic, telegraphic, telex, facsimile, postal or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is 90 days.

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- F.2.19 Access shall be provided for the following inspections, tests and analysis: Not applicable. F.2.22  
Return all retained tender documents within 28 days after the expiry of the validity period.
- F.2.23 The tenderer is required to submit with his tender:  
An original valid Tax Clearance Certificate issued by the South African Revenue Services; and Qualification certification of proposed project manager/team.
- F3.4 **The time and location for opening of the Tender offers is: 12:10 on 13 September 2016, the Tender Box at the Prince Albert Municipality, Administration, 33 Church Street, Prince Albert.**
- F.3.11 The procedure for the evaluation of responsive tenders is Method 2.
- F.3.11.3 The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is:  
  
90, where the financial value inclusive of VAT of all responsive tenders received have a value in excess of  
R1 000 000,00;  
or  
  
80, where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R1 000 000,00.  
  
Up to 100 minus W1 tender evaluation points will be awarded to tenderers on the basis of the data supplied in Schedule 1D: Equity Ownership Declaration.
- F3.11.8 B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.  
  
Tenderers with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and MUST submit a certificate issued by a registered Auditor or accredited verification agency, except for the following categories:  
  
Tourism R2.5 million or less  
Construction R1.5 million or less  
  
If the Certificate is not attached to this tender document, no points shall be awarded for B-BBEE status. Bidders must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. B-BBEE certificates issued from 1 March 2012 by a Verification Agency accredited by SANAS MUST contain the SANAS logo.  
  
In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. Certificates issued by an Auditor or Accounting Officer will be issued in his/her letterhead with the practice number and contact number clearly specified on the face of the certificates.  
  
When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:  
  
The Auditor's / Accounting Officer's letter head with full contact details;  
The Auditor's / Accounting Officer's practice numbers;  
The name and the physical location of the measured entity;  
The registration number and, where applicable, the VAT number of the measured entity; The date of issue and date of expiry;  
  
The B-BBEE Status Level of Contribution obtained by the measured entity; and  
The total black shareholding and total black female shareholding.

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F.3.11.9 Pre-qualification criteria and maximum score in respect of each of the criteria are as follows:

Schedule	Technical criteria	Weight
1	Tenderer's Relevant Experience	100

Criteria scored by not less than three evaluators in accordance with the schedules listed above. The minimum number of evaluation points for qualifying is 75.

Schedule 1: Tenderer's Relevant Experience  
Relevant experience is defined as experience in:

Construction of swimming pools similar in size and nature of work as being asked to tender for.

In order to claim points for the above, bidders must submit the following information as well as documentary proof:

Description of work *performed* and when it was performed

Duration of previous contracts

Awarded contract value

Please provide details in T2.2 : 1I - Schedule of Work Satisfactorily Carried out by the Tenderer

Schedule 2: Relevant experience of key staff to be employed on the project

A maximum of 35 points will be awarded based on the information provided and will be allocated as follows:

Key Staff Job Description	Maximum points	Years relevant experience	Points claimed
Contract Manager and/or Site Agent (to be on site 50% of the time)	20 points		
General Foreman (to be 100% on site)	10 points		
Quality Control Specialist (to do all quality control tests	2.5 points		
project specifications)			
Health & Safety Officer (to keep the H&S file up to date and ensure H&S matters is attended to and tool box talks are held regularly)	2.5 points		
	35		

Points may only be claimed for staff permanently employed by contractor at the time of the tender closing.

Description	Maximum points
0<3 years relevant experience to scope of works	25% of the maximum points
3<5 years relevant experience to scope of works	50% of the maximum points
5<10 years relevant experience to scope of works	75% of the maximum points
10 years or more relevant experience to scope of works	100% of the maximum points

Please provide details in T2.2 : 1F - Personnel Schedule and/or T2.2 : 1H - Schedule of Proposed Sub- Contractors. Points will only be allowed if Curriculum Vitae are attached in schedule T2.2 : 3A.

F.3.13.1 Tender offers will only be accepted if;

- (a) The tenderer has in his or her possession an original Tax Clearance Certificate issued by the South African Revenue Services;

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- (b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- (c) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- (d) The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- (e) The tenderer has not abused the Employer's Supply Chain Management System or has not failed to perform on any previous contract.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is two (2).

The additional conditions of Tender are:

Prince Albert Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.

The Prince Albert Municipality reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.

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**PART T2: RETURNABLE DOCUMENTS**

(ALL Documents and Schedules MUST BE RETURNED for the TENDER to qualify)

T2.1	List of Returnable Schedules required for Tender Evaluation	T2 – Page 16
T2.2	Returnable Schedules	T2 – Page 16

**NOTE:**

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

## **Part T2: Returnable Documents**

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**T2.1: LIST OF RETURNABLE DOCUMENTS**

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

Returnable Schedules Required for Tender Evaluation Purposes (Included hereafter for completion)

- T2.2 : 1A - Compulsory enterprise questionnaire
- T2.2 : 1B - Authority of Signatory
- T2.2 : 1C - Certificate of Attendance at Clarification Meeting
- T2.2 : 1D - Record of Addenda to Tender Documents
- T2.2 : 1E - Proposed Amendments/Qualifications or Alternatives
- T2.2 : 1F - Personnel Schedule
- T2.2 : 1G - Schedule of Plant and Equipment Available for the Contract
- T2.2 : 1H - Schedule of Proposed Sub-contractors
- T2.2 : 1I - Schedule of Work Satisfactorily Carried out by the Tenderer
- T2.2 : 1J - Estimated monthly cash-flow
- T2.2 : 1K - Declaration Concerning Fulfillment of the Construction Regulations, 2014
- T2.2 : 1L - MBD4: Declaration of Interest
- T2.2 : 1M - MBD6.1: Preferential Procurement (B-BBEE Status Level)
- T2.2 : 1N - MBD8: Declaration Of Bidder's Past Supply Chain Management Practices
- T2.2 : 1O - MBD9: Certificate of Independent Bid Determination

Returnable Documents Required for Tender Evaluation Purposes (to be attached with submission)

- T2.2 : 2A - Original valid Tax Clearance Certificate
- T2.2 : 2B - Municipal Accounts Clearance Certificate. If the tenderer is not locally based, submit clearance certificate from the Municipality in which he/she is based or a lease agreement.
- T2.2 : 2C - Proof of registration with the Central supplier database.
- T2.2 : 2D - Proof of Registration with the Construction Industry Development Board
- T2.2 : 2E - Financial Statements

Returnable Schedules that will be incorporated into the Contract (to be attached with submission)

- T2.2 : 3A - Curriculum Vitae of Personnel
- T2.2 : 3B - Preliminary Programme and Method Statement

Other Schedules and Affidavits that will be incorporated into the Contract (included hereafter for completion)

- C1.1 : - Form of Offer and Acceptance
- C1.2 : - Contract Data
- C1.3 : - Objections and Complainants Form
- C1.4 : - Performance Guarantee
- C1.5 : - OHS Act Notification Form (Pro-Forma)
- C1.6 : - Occupational Health and Safety Agreement (Pro-Forma)
- C2.1 : - Pricing Instructions
- C2.2 : - Bill of Quantities



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**T2.2 : 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

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

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

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

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

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

\*Insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

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**1B : AUTHORITY OF SIGNATORY**

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

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

**A. Certificate for Company**

I, ....., chairperson of the board of directors of ...  
 ....., hereby confirm that by resolution of the  
 board (**copy attached**) taken on ..... 20..., Mr/Ms .....  
 acting in the capacity of ....., was authorized to sign all documents in  
 connection with this tender for contract ..... and any contract resulting from it on  
 behalf of the company.

**As witnesses:**

- 1. .... Signature : Sole owner: .....
- 2. .... Date : .....

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2.....

**B. Certificate for Partnership**

We, the undersigned, being the key-partners in the business trading as .....  
 ..... hereby authorize Mr/Ms .....  
 acting in the capacity of ..... to sign all documents in connection with the  
 tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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**C. Certificate for Joint Venture**

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

- 1. .... Signature : Sole owner: .....
- 2. .... Date : .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... hereby authorize Mr/Ms ..... acting in the capacity of ....., to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key-members upon who rests the direction of the affairs of the Partnership as a whole.

**1C : CERTIFICATE OF ATTENDANCE AT  
CLARIFICATION MEETING**

This is to certify that ..... (Tenderer)  
of ..... (address)

.....  
was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....  
..... (location) on ..... (date), starting at .....

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

Particulars of person(s) attending the meeting:

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

Capacity .....

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

Capacity .....

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

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

Capacity .....

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**1D : RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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**1E : PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

<b>Page</b>	<b>Clause or Item</b>	<b>Proposal</b>

Signed .....

Date .....

Name .....

Position .....

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<b>1F : PERSONNEL SCHEDULE</b>			
<b>Job Description</b>	<b>Non-Local / Local</b>	<b>Name Years experience</b>	<b>Highest Qualification Year Obtained</b>
Contract Manager / Engineer Site Agent Manager OHSA Agent General Foreman / Supervisor Foremen / Senior Supervisor Community Officers/Liaisor Quality Manager Artisans Fitters M/F * Artisans Electricians M/F * Artisans Technicians M/F * Security / Watchman Labourers Skilled Labourers Semi Skilled Labourers Female labourers / skilled			

\*Approved apprenticeships qualifications only. Attach additional pages if more space is required.



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**1G : SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT**

Please provide the following information:  
**Infrastructure and resources available:**

Description	Address	Area (m <sup>2</sup> )

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.

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

Attach additional pages if more space is required.

Size of enterprise and current workload

What was your turnover in the previous financial year? ..... What is the estimated turnover for your current financial year? .....

List your current contracts and obligations:

Description	Value (R)	Start Date	Duration	Expected Completion Date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you? YES/NO

**Staffing Profile**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

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Permanently Employed staff : Gender and Race	Number of Staff
Temporary staff to be employed for the project : gender and race	Number of Staff

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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**1H : SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors to work on this contract.  
 If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No.	Name and Address of Proposed Sub-contractor	Nature and Extent of Work	Previous Experience with Sub-contractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

It is compulsory that sub-contractors invoices are supplied with all payment claims and mark-up indicated as tendered.

Attach additional pages if more space is required.

Details of sub-contractor staff must also be provided on T2.2 : 1F : PERSONNEL SCHEDULE.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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**11 : SCHEDULE OF WORK SATISFACTORILY  
 CARRIED OUT BY THE TENDERER**

The tenderer shall insert in the spaces provided below a list of the last five completed swimming pool contracts awarded to the tenderer, as well as other projects relevant to the scope of work for this project. This information is deemed to be material to the award of the Contract

Employer: Contact Person, Email Address and Telephone Number	Consulting Engineer: Contact Person, Email Address and Telephone Number	Nature of Work (Incl. VAT)	Value of Work (incl VAT)	Completion Date

Signed ..... Date .....

Name ..... Position .....

Tenderer

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**Completed Contracts – Mechanical Works:**

<b>Employer: Contact Person, Email Address and Telephone Number</b>	<b>Consulting Engineer: Contact Person, Email Address and Telephone Number</b>	<b>Nature of Work (Incl. VAT)</b>	<b>Value of Work (incl VAT)</b>	<b>Completion Date</b>

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**1J : ESTIMATED MONTHLY CASH-FLOW**

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
<b>TOTAL</b>	

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

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**1K.: DECLARATION: FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

In terms of Regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

Indicate which approach shall be employed to achieve compliance with the Regulations. (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	

Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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Provide details of proposed training (if any) that will be undergone:

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List potential key risks identified and measures for addressing risks:

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I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction 3 year maintenance period. (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1.

---

NAME IN PRINT	ID NUMBER:
---------------	------------

2.

---

NAME IN PRINT	ID NUMBER:
---------------	------------



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**1L : DECLARATION OF INTEREST (MBD4)**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>
  
2. Any person, having a kinship with persons in the service of the state<sup>1</sup>, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>) .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors/ trustees/ shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? YES  / NO 
    - 3.8.1 If yes, furnish particulars. ....  
 .....
  - 3.9 Have you been in the service of the state for the past twelve months? YES  / NO 
    - 3.9.1 If yes, furnish particulars. ....  
 .....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/ or adjudication of this bid? YES  / NO 
    - 3.10.1 If yes, furnish particulars. ....  
 .....

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

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

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

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

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

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

3.12.1 If yes, furnish particulars. ....  
 .....

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

3.13.1 If yes, furnish particulars. ....  
 .....

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

3.14.1 If yes, furnish particulars. ....  
 .....

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

Full Name	Identify Number	State Employee Number

.....  
 Signature

.....  
 Date

.....  
 Capacity

.....  
 Name of Bidder

**1M: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
 PROCUREMENT REGULATIONS 2011 (MBD 6.1)**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**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, 2011.**

**1. GENERAL CONDITIONS**

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

- the 90/10 system for requirements with a Rand value of above R1 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
1.3.1.1 <b>PRICE</b>	<b>90</b>
1.3.1.2 <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity

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based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 “**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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**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;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

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- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where:

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 5 (2) and 6 (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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every

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separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO  
 (delete which is not applicable)

8.1.1 If yes, indicate:

- i) what percentage of the contract will be subcontracted? .....%
- ii) the name of the sub-contractor? .....
- iii) the B-BBEE status level of the sub-contractor? .....
- iv) whether the sub-contractor is an EME? YES / NO  
 (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.4 Type of company/ firm

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company (LTD)
- (Pty) Limited

[TICK APPLICABLE BOX]

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9.5 Describe principal business activities

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

9.6 Company classification

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Municipal Information

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

9.8 Total number of years the company/firm has been in business? .....

9.10 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-BBEE status level of contribution indicated in Paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in Paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in Paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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 –
  - a) disqualify the person from the bidding process;
  - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - d) 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
  - e) forward the matter for criminal prosecution

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**WITNESSES:**

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDER(S)  
.....

DATE:.....

ADDRESS: .....

.....

.....



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**1N: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES  
(MBD 8)**

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

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

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<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

- a. e past five years; or
- b. 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).

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

**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**

.....  
**Date**

.....  
**Position**

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

**10: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe 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:
  - a. take all reasonable steps to prevent such abuse;
  - b. 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
  - c. 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

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**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) Prices;
  - b) Geographical area where product or service will be rendered (market allocation);
  - c) Methods, factors or formulas to calculate prices;
  - d) The intention or decision to submit or not to submit, a bid;
  - e) The submission of a bid which does not meet the specifications and conditions of the bid: or
  - f) 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.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the

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Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<b>SCHEDULE 2A: TAX CLEARANCE CERTIFICATE REQUIREMENTS</b>
--

**MBD 2**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch Office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

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**2B : MUNICIPAL ACCOUNTS TENDER CLEARANCE CERTIFICATE**

In terms of Annexure A, Clause 11.11 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal levies.

The tenderer shall attach to this page, a Municipal Accounts Tender Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from the Credit Control Office, Prince Albert Municipality.

Should the tenderer not be based in the Prince Albert Municipality, he must submit a Rates Clearance Certificate issued by the municipality in which he is based.

Alternatively where the property is leased a lease contract can be submitted.

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The following information is required in terms of the Prince Albert Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

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

Physical Address of the Bidder	Municipal Account Number(s)

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

Name of Director / Member / Partner	Identity Number	Physical residential Address of Director / Member / Partner	Municipal Account Number(s)

I, ....., the undersigned, (full name in block letters)

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

.....  
 Signature

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

At \_\_\_\_\_ on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Please note:

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



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**2C PROOF OF REGISTRATION ON THE SUPPLIER DATABASE**

All businesses and suppliers wishing to conduct business with the Prince Albert Municipality must register on the Central Supplier Database

Central supplier database website: [www.csd.gov.za](http://www.csd.gov.za)

Prince Albert Municipality Supply Chain Unit: Tel.(023) 541 1036 e-mail: [scm@pamun.gov.za](mailto:scm@pamun.gov.za)

If already registered please provide the following details

Supplier number: \_\_\_\_\_

Unique registration reference nr: \_\_\_\_\_

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**2D                      PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY  
DEVELOPMENT BOARD**

Tenderers shall attach to this page, the proof of Registration with the Construction Industry Development Board and their SRS Number. Registration must be valid from tender closing date onwards.

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**2E: FINANCIAL STATEMENTS**

Not Required for this tender. Since the estimated value is less than R10 MILLION.

**RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (TO BE  
ATTACHED WITH SUBMISSION)**

- 3A - Curriculum Vitae of Personnel
- 3B - Preliminary Programme and Method Statement

**Part C1: Agreements and Contract Data**

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<b>C1.1 Form of Offer and Acceptance (Agreement) .....</b>	<b>53</b>
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<b>C1.4 Occupational Health and Safety Agreement .....</b>	<b>67</b>

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

### **Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

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

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

#### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

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

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

Signature(s) .....  
Name(s) .....  
Capacity .....

### **For the Tenderer**

.....  
.....  
.....  
(Name and address of organization)

Name and signature of witness ..... Date .....

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**Acceptance**

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

The terms of the contract are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....  
Name(s) .....  
Capacity .....

**For the Employer** PRINCE ALBERT MUNICIPALITY  
33 Church Street  
Prince Albert  
6930

Name and signature of witness ..... Date .....

**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued by the employer before 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 agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

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**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

(Name and .....  
address of .....  
organization) .....

Name and .....  
signature .....  
of witness ..... Date .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

(Name and .....  
address of .....  
organization) .....

Name and .....  
signature .....  
of witness ..... Date .....



## **C1.2 Contract Data**

### **Part 1: Contract Data Provided by the Employer**

#### **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 from 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](mailto:civilinfo@saice.org.za).

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

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 116 shall not apply to this contract and shall be replaced with the documentation bound into this tender document.

The General Conditions of Contract 2015 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 Contract Specific Data below. Each item of data given is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

#### **CONTRACT SPECIFIC DATA**

The following Contract specific data are applicable to this Contract:

##### **Clause 1.1.1.13:**

The Defects Liability Period is **12** months.

##### **Clause 1.1.1.14:**

The maximum time for achieving Practical Completion is **(24) weeks**, inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1). Should the total Contract value not be available to complete the project the time for achieving Practical Completion will be adjusted pro rata to the Contract Value plus 2 weeks.

##### **Clause 1.1.1.15**

The **Employer** is the PRINCE ALBERT MUNICIPALITY, represented by the Director Technical Services and/or such person or persons duly authorised thereto by the Employer in writing.

and is referred to in this Contract Document by the terms "Employer", "PRINCE ALBERT MUNICIPALITY" or "Council" as the context provides.

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**Clause 1.1.1.16**

The **Employer's Agent**, referred to in the documents, is Prince Albert Municipality, acting through the Municipal Manager or an official authorised thereto in writing.

The name of the Municipal Manager is: Mr Heinrich Mettler, or their successors duly appointed by the Municipal Manager.

For the purposes of this tender the Employer's Agent will be the same person as the Engineer referred to in this document and in the SABS 1200.

**Clause 1.1.1.26:**

The Pricing Strategy is a Re-measurement Contract.

**Clause 1.1.1.28:**

*Replace with the following:*

**"Scope of Work"** means the document(s) containing the Standard Specifications, the Project/Particular Specifications and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be performed.

*Add the following clauses after Clause 1.1.1.34:*

- 1.1.1.35 **"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 Engineer or delivered to the Contractor by the Engineer.
- 1.1.1.36 **"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

**Clause 1.2.1.2:**

The address of the Employer is: PRINCE ALBERT MUNICIPALITY  
33 Church Street  
Prince Albert  
6930

**Clause 3.2.3:**

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

1. Clause 3.3.1 Nomination of Engineer's Representative
2. Clause 3.3.4 Engineer's authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.2 Suspension of the Works by Engineer

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5. Clause 5.12.1 Extension of time for Practical Completion
6. Clause 5.12.4 Acceleration instead of extension of time
7. Clause 6.3.1 Variations

**Clause 4.3:**

*Add the following clause after Clause 4.3.2.:*

4.3.3 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 (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (C1.4 of 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). 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.

**Clause 5.3.1:**

The documentation required before commencement with Works execution is:

- 1) Health and Safety Plan (Refer to Clause 4.3)
- 2) Initial programme (Refer to Clause 5.6)
- 3) Security (Refer to Clause 6.2)
- 4) Insurance (Refer to Clause 8.6)
- 5) Occupational Health and Safety Agreement (C1.5 of the Contract Document)
- 6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

**Clause 5.3.2:**

The time to submit the documentation required (Clause 5.3.1 above) before commencement with Works execution is 14 days.

**Clause 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.

*Add the following clause after Clause 5.4.3:*

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.

**Clause 5.8.1:**

The non-working days are Sundays.

The special non-working days are:

- 1) All gazetted public holidays falling outside the year end break.
- 2) The year end breaks as recommended by the SAFCEC

Extension of time claims will be adjudicated based on a 6 (six) day working week even should the Contractor choose to work 5 (five) days per week.

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**Clause 5.12.2.2:**

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.

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.

January	2 days	July	4 days
February	2 days	August	4 days
March	2 days	September	4 days
April	2 days	October	2 days
May	2 days	November	2 days
June	4 days	December	2 days

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.

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 (including days following rain events) will be entertained.

**Clause 5.13.1:**

The penalty for failing to complete the Works is **R5,000,00** per calendar day.

**Clause 5.16.3:**

The latent defects period is **10** (ten) years.

**Clause 6.2.1:**

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 wording of the document included in C1.3.

**Clause 6.2.2:**

Delete Clause 6.2.2 in its entirety.

**Clause 6.2.3:**

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

**Clause 6.5.1.2.3:**

The percentage allowance to cover overhead charges is **10%**.

**Clause 6.8.2:**

*Add the following to Clause 6.8.2:*

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

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**Clause 6.8.4:**

*Add the following to Clause 6.8.4:*

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.

**Clause 6.10.1.5:**

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

**Clause 6.10.3:**

*Add the following to Clause 6.10.3:*

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to 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.

**Clause 6.10.4:**

*Add the following to clause 6.10.4:*

Furthermore, payment shall be subject to the Employer being in possession of an original valid tax clearance certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original tax clearance certificate to the Municipal Supplier Management Office.

In the event that certificate expires during the construction period, the Contractor must submit a new valid certificate within 14 days after expiry of the original certificate.

Notwithstanding anything 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 GCC Clause 4.10.2 and as described in the Scope of Work.

**Clause 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)**.

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R100 000,00 (One Hundred Thousand Rand)**.

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is R20 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

**Clause 8.6.1.5:**

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:

- 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 No. 130 of 1993.

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- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- 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.

**Clause 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 C1.7 Insurance Broker's Warranty.

**Clause 9.2.1:**

Add the following to Clauses after Clause 9.2.1.3.8:

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

**Clause 10.5.3:**

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

**ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following clause after clause 10*

**Clause 11: Details to be confidential**

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 Engineer.

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**Part 2: Data provided by the Contractor**

**Clause 1.1.8:**

The name of the Contractor is .....

**Clause 1.2.2:**

The address of the Contractor is

Physical  
Address: .....  
.....  
.....  
.....

Postal  
Address: .....  
.....  
.....  
.....

Telephone: .....

Fax: .....

e-mail : .....

**SIGNED BY TENDERER: .....**

### **C1.3 Form of Guarantee**

**Contract No: 51/2016**

WHEREAS the **PRINCE ALBERT MUNICIPALITY**,  
(hereinafter referred to as the Employer") entered into, a Contract with:

.....  
(hereinafter called "the Contactor") on the ..... day of ..... 20.....  
for .....  
.....  
at ..... (*indicate site location*)

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

AND WHEREAS ..... has/have at the request of the Contractor, agreed to give such guarantee;

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand .....  
..... (in words); R .....(in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....  
.....



**PRINCE ALBERT MUNICIPALITY  
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IN WITNESS WHEREOF this guarantee has been executed by us at .....

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

Signature:.....

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

Address:.....

.....

.....

As witnesses:

1. ....

2. ....

Guarantor's seal or stamp

**PRINCE ALBERT MUNICIPALITY  
CONSTRUCTION OF HALF AN OLYMPIC SIZE SWIMMING POOL  
CONTRACT NUMBER : 51/2016**

**ANNEXURE**

**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 25<sup>th</sup> January 2015) approved for issue of contract guarantees to the Municipality:

**National Banks:**

ABSA Bank Ltd.  
Development Bank of Southern Africa  
FirstRand Bank Ltd.  
Gensec Bank Ltd.  
Investec Bank Ltd.  
Land & Agricultural Bank of SA  
Nedbank Ltd.  
Standard Bank of SA Ltd.

**International Banks (with branches in SA):**

Barclays Bank plc.  
Citibank n.a.  
Commerzbank Aktiengesellschaft  
Credit Agricole Corporate and Investment Bank  
Deutsche Bank AG  
HSBC Bank : Johannesburg  
JP Morgan Chase Bank  
Societe Generale  
Standard Chartered Bank

**Insurance companies:**

ABSA Insurance  
AIG South Africa  
Coface s.a.  
Compass Insurance Co.  
Constantia Insurance Co.  
Credit Guarantee Insurance Co.  
Guardrisk Insurance Co.  
Hollard Insurance Company Ltd.  
Home Loan Guarantee Co.  
Infiniti Insurance Limited  
Lombard Insurance  
Mutual & Federal Insurance Co.  
New National Assurance Co.  
Regent Insurance Co.  
Renasia Insurance Company Ltd.  
Santam Limited  
Zurich Insurance Co.

## C1.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE PRINCE ALBERT MUNICIPALITY  
(HEREINAFTER CALLED THE "EMPLOYER") AND

.....  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, ....., representing  
....., as an Employer  
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

Please attach a certified copy of the COID Act certificate to this schedule.

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any sub-contractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20.....

.....  
Witness

.....  
**Mandatory**

Signed at ..... on the ..... day of ..... 20.....

.....  
Witness

.....  
**for and on behalf of Prince Albert  
Municipality**

**OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspects pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (2) and INDEMNITY FORM  
OCCUPATIONAL HEALTH AND SAFETY ACT 1994 (Act No 85 of 1993)

TO BE COMPLETED AND SIGNED BY ALL MANDATORIES

**NOTE:** Section 1 (1)(XXVIII) of the Act defines a “mandatory” as including an Agent, a Contractor or a Sub-contractor.

AGREEMENT MADE AND ENTERED INTO BETWEEN PRINCE ALBERT MUNICIPALITY

(Hereinafter referred to as the “PRINCIPAL”)  
and

.....

Herein represented and duly authorised by its director/official (hereinafter referred to as the **MANDATORY**)

**WHEREAS** the Occupational Health and Safety Act No 85 of 1993, as amended, (hereinafter called the “**ACT**”) provides that the principal shall be accountable for the compliance and application of the provisions of the ACT and more specifically Section 37(2) of the Act, with regard to the execution of work of whatever nature by private independent contractor specifically engaged by the PRINCIPAL for the purpose;

**AND WHEREAS** the contractor, so engaged. (Hereinafter called the “MANDATORY”) is statutory compelled in its/his own right as employer, to comply with the obligations prescribed by section 37(2) and other provisions of the ACT applicable to his/her employees;

**AND WHEREAS** the PRINCIPAL, has in fact engaged the services of the MANDATORY on account of the fact that the PRINCIPAL is not in the position to execute the work departmentally resulting in the MANDATORY’s presence on site for the specific purpose of executing the work by means of his own employees and is bound therefore, to adhere to the obligations and provisions of Section 37(2) of the ACT;

**AND NOW THEREFORE**, the PRINCIPAL and the MANDATORY hereby agree as follows:

1. The MANDATORY hereby unconditionally accepts the responsibility and accountability for the relevant work or contract in accordance with the provisions of Section 37(2) of the ACT.
2. The MANDATORY undertakes to take due care that all machines, equipment and implements are in approved good order and state of repair and shall be utilised by any employee in its/his employ in a manner which fully complies with any and all relevant provisions of the ACT.
3. The MANDATORY hereby unconditionally grants the PRINCIPAL indemnity against any and all claims and steps that may be instituted against the PRINCIPAL on account of non- compliance with the provisions of Section 37(2) of the ACT and any other relevant provision thereof.
4. The MANDATORY, without encroaching upon the indemnity granted to the PRINCIPAL as per paragraph 3 hereof undertakes to inform the PRINCIPAL summarily should the MANDATORY at any time during the execution of the specific contract, for whatever reason find that he cannot comply with the provision of the ACT and afore-mentioned indemnity given to the PRINCIPAL or its/his inability to perform as per the Agreement or that compliance be detrimentally affected for whatever reason. In such an event the MANDATORY shall liaise with the PRINCIPAL , who however, reserves the right not to release the MANDATORY from the provisions of the Agreement between parties and the indemnity herein referred to unless otherwise agreed upon.

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- 5. The MANDATORY hereby certifies that it/he has taken note of the addendums to this Agreement and unconditionally undertakes to comply with the provisions thereof, failing which it/he shall be fully liable for all consequential legal proceedings that may be instituted and indemnifies the PRINCIPAL against any action arising out of non-compliance with Section 37(2) of the ACT.
- 6. The MANDATORY's sole responsibility in terms of this agreement terminates when the PRINCIPAL releases the MANDATORY from his obligations under the contract.
- 7. The MANDATORY undertakes to indemnify the PRINCIPAL in the same manner herein provided for, against any claims instituted on account of non-compliance in terms of the ACT against subcontractors employed by the MANDATORY.
- 8. Appoint Mr/Mrs ..... as our representative and the responsible person on site for the duration of my/our work on the premises of Prince Albert Municipality in terms of Section 8(2)(i), GAR1, GSR 11, GMR 2 and EIR 4 & 5 of the Occupational Health and Safety Act.
- 9. Registration number with Compensation Commissioner: .....

**THUS DONE AND SIGNED** at ..... on this ..... day of ..... 20....

**AS WITNESSES:**

- 1. ....
- 2. ....

.....  
**PRINCIPAL**  
for and on behalf of Prince Albert Municipality

**THUS DONE AND SIGNED** at ..... on this ..... day of ..... 20....

**AS WITNESSES:**

- 1. ....
- 2. ....

.....  
**MANDATORY**  
Contractor

## Part 2: Pricing Data

---

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## **2.1 PRICING INSTRUCTIONS**

The Schedule of Quantities consists of items covering the measurement and payment of the Contractor's costs for general liabilities, the construction of temporary and permanent works, maintenance (when specified) and profit.

The Conditions of Bid, Conditions of Contract, Specifications (including the Project Specification) and Drawings shall be read in conjunction with the Schedule of Quantities.

### **1. Rates and Prices**

The price to be inserted in the Schedule of Quantities shall be the full inclusive price to be paid by the Employer for the work described under Part 3.1 Descriptions of Works. Such price shall cover all costs and expenses that may be required in and for the construction of the work described and the cost of all general risks, liabilities and obligations set out or implied in the documents on which the bid is based.

The pricing schedule will be used in order to evaluate the bid. The actual quantities ordered and delivered shall depend on the needs of the municipality.

### **2. Method of Measurement and Payment**

The Schedule of Quantities consists of re-measurable items only.

### **3. Descriptions, Directions and References**

Descriptions and directions of materials to be used and works to be executed given in the Schedule of Quantities are for identification purposes only, are abbreviated and are not necessarily complete.

### **4. Nett Measurement**

N/A

### **5. Sales Tax and Surcharge**

The bid rates and prices, including (where applicable) rates for Daywork Items, shall include any relevant statutory surcharge(s) as applicable at the time of the closing of the bid, but exclude Value Added Tax (VAT).

### **6. Errors in the Priced Schedule**

Responsive bids will be checked for arithmetical errors and corrected in the following manner:

- a) Where there is a discrepancy between the amounts in figures and words, the amounts in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **7. Rejection of Bid**

A bid may be rejected if the price is, in the opinion of the Employer, obviously unreasonable, out of proportion high or low measured against the other tenders received. No reasons for rejection will be given other than the above.



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**8. Use of the Schedule of Quantities**

N/A

**9. Entries**

The bidder shall make all entries in the Bill of Quantities in legible BLACK INK.

**10. The units of measurement indicated in the bill of quantities are metric units.**

The following abbreviations are used in the bill of quantities:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m <sup>2</sup>	=	square metre	No	=	number
ha	=	hectare	MN	=	meganewton
ℓ	=	litre	kW	=	kilowatt
m <sup>3</sup>	=	cubic metre	Prov Sum	=	Provisional Sum
kℓ	=	kilolitre	MPa	=	megapascal
m <sup>3</sup> .km	=	cubic metre-kilometre	%	=	per cent

AC	-	Asbestos-Cement
b	-	barrel
br	-	branch
c	-	centre
CI	-	Cast Iron
CID	-	Constant Internal Diameter
COD	-	Constant Outer Diameter
df	-	double flanged (both faces flanged)
dia	-	diameter
f	-	flange or flanged face where a dimension is indicated
GRP	-	Glass Reinforced Polyester
h	-	hour
HDG	-	Hot Dipped Galvanised
ID	-	Internal Diameter
kPa	-	kilopascal
LR	-	Long Radius
MR	-	Medium Radius
MS	-	Mild Steel
OD	-	Outside Diameter
p	-	plain end unmachined
pf	-	puddle flange
pm	-	plain end to suit jointing with couplings
QTY	-	quantity (refers to a heading in the bill of quantities)
RL	-	Reduced Level
SS	-	Stainless Steel
VJ	-	Viking Johnson
wt	-	wall thickness

## 2.2 SCHEDULE OF QUANTITIES

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		<b>SCHEDULE 1 : FIXED PRICE CONTRACT</b>				
1.1		<b>SECTION 1.1 : FIXED CHARGE AND VALUE RELATED ITEMS:</b>				
1.1.1		Fixed Price contract as per specifications	Sum	LOT		
		Contractor to provide breakdown of items priced				
<b>CARRIED FORWARD</b>					<b>R</b>	

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SUMMARY OF SCHEDULE OF QUANTITIES

ITEM	DESCRIPTION	AMOUNT
	<p><b>Sub-total of Sections</b></p> <p><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.</p>	R
	<b>TOTAL INCLUDING CONTINGENCIES</b>	R
	<b>ALLOW 14% FOR VALUE ADDED TAX</b>	R
<b>TOTAL CARRIED FORWARD PART C1.1 FORM OF OFFER AND ACCEPTANCE</b>		

## Part 3: Scope of Work

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### STANDARD SPECIFICATION

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**CONSTRUCTION WORKS OF HALF AN OLYMPIC SIZE SWIMMING POOL AND ASSOCIATED WORKS**

**1. SCOPE OF WORK**

**1.1 Purpose**

- 1.1.1 This scope of work document covers the provision of all labour, materials, equipment and services necessary for the design, supply, fabrication, protective coating, testing, quality assurance, inspection, identification, packaging, documentation, excavation, construction, installation, commissioning and handing over in complete working order and upholding during the defects liability period for the construction of the half sized Olympic swimming pool in Prince Albert.
- 1.1.2 Any non-conformances to the package documentation shall be stated in writing by the contractor. A suitable alternative may be priced as an option

**1.2 Location Of Works**

- 1.2.1 Prince Albert is situated in the Central Karoo District Municipality on the R328 approximately 150 km south west of Beaufort West and 100km north east of Oudtshoorn.

**1.3 Definitions**

- 1.3.1 Definitions of certain terms reinforced in this document, are as follows:

**Table 1.3 : Definitions**

<b>Phrase / Word</b>	<b>Definition</b>
Project:	Construction of half an Olympic size swimming pool
Client:	Prince Albert Municipality
Client's Representative:	Person(s) appointed by the Client to act on their behalf
Contractor:	Successful company/agency awarded the contract after the tender & adjudication process
Equipment:	Equipment supplied with Contract other than swimming pool
Works:	Construction of works
Site:	Prince Albert Municipality Swimming Pool Facility

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**1.4 Work Include**

*1.4.1 Construction And Services*

- 1.4.1.1 The Contractor shall warrant that they are fully conversant with the general methods and practices employed in the swimming pool design and construction industry. The swimming pool offered shall be designed and constructed for regular use in the municipality of Prince Albert.
- 1.4.1.2 The works must include all mechanical, civil, structural detail design and engineering as necessary for a complete construction and installation of the works between the battery limits as defined in Section 3.7.
- 1.4.1.3 The Contractor shall be fully responsible, both legally and commercially for all engineering, design aspects and construction of the equipment supplied. This shall include Equipment supplied by sub-Contractors.
- 1.4.1.4 The Contractor shall submit any required information which affects the Client's Representative design at the time of tender as requested in the datasheets or as otherwise noted.
- 1.4.1.5 The Contractor shall provide interface information to the Client's Representative for the design, supply of civil works and foundations, steel structures, mechanical equipment, and utilities, as necessary.

*1.4.2 Project Management*

- 1.4.2.1 Project management of the Works from placement of order to final sign off of equipment and performance testing shall be the responsibility of the Contractor. All of the activities required to plan, execute, monitor, control and manage such a Contract shall be included.
- 1.4.2.2 Project management includes those duties required to meet the Contractors Works supply, and submitted schedule and cost. The Contractor shall include for, and provide the following requirements for the duration of the Contract:
- Provision of management and general administration necessary for the execution of the work.
  - Compliance with the overall Project execution policies, procedures and safety procedures, and applicable laws in the country.
  - Provision and compliance with the Project quality assurance procedures and Project quality control plans.
  - Submission of monthly progress reports including a project schedule updated weekly, for the duration of the Contract. The schedule will be detailed to level four and must be provided in Microsoft Projects or Primavera 3.
  - Attendance at Project progress and design review meetings, as required.
  - Provision to attend interface clarification meetings with other project Contractors, as required.
  - Compliance with Project procedures regarding change control.

*1.4.3 Extent of Works*

The Works to be carried out by the Contractor under this Contract comprises of the following:

- 1.4.3.1 Construction of a new 25m x 13 m swimming pool with six lanes with a depth at the shallow end depth of 1.2m and at the deep end depth of 2.2m, a minimum of 150mm freeboard from top of water level to the walkway around the pool shall be used. (Existing concrete shell to be assessed on its integrity if it can be used)
- 1.4.3.2 Construction of a building to house the swimming pool filtration system, including a storeroom to store consumables.

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1.4.3.3 The Contractor shall design and construct all interconnecting pipework within the Contracts battery limits

*1.4.4 Temporary Works*

1.4.4.1 The Contractor shall be responsible for designing and providing any temporary Works required. Such temporary Works shall be removed upon completion of the Works.

*1.4.5 Procurement and Supply*

Unless noted otherwise in Section 3.6 "Work Excluded", the Contractor shall supply all labour, tools, material, equipment, consumables, facilities, testing and supervision required for the design, supply, fabrication, protective coating, shop assembly, testing, inspection, packaging, documentation, construction, supervision of commissioning and installation for the Works as listed herein:

- 1.4.5.1 Excavation and removal of protective fine sand in the existing pool shell.
- 1.4.5.2 Inspection of concrete shell in the pool for structural integrity including the submission compiled by the Contractor to the Client's Representative for approval.
- 1.4.5.3 The Contractor shall conduct a water tightness test for the entire swimming pool surface area. The findings thereof shall be compiled into the form of a report and submitted to the Clients Representative for approval.
- 1.4.5.4 Design and installation of appropriate plaster for the swimming pool
- 1.4.5.5 Design, supply and install of appropriate pool filter system (including piping and ancillary equipment) for a recycle period of 8 hours for the entire volume of the pool and conforming to maximum velocities set out in the Norms and Standards for Sport and Recreation Infrastructure Provision and Management: Volume 2 -Specifications.
- 1.4.5.6 Design and construction of an enclosed building to house pool filter system. The building shall also include a store room for consumables. The Contractor will include lighting sufficient for this building.
- 1.4.5.7 Design and installation of pool pumps coping for the entire volume of the swimming pool, recycling and filtering the entire volume over a 8 hour period.
- 1.4.5.8 Design and supply of chlorination system.
- 1.4.5.9 Supply and installation of tiling within the pool whereby the tile colours will be used to facilitate lanes
- 1.4.5.10 Supply and installation of stainless steel grade 304 eyebolts for lane ropes
- 1.4.5.11 Design and supply of electrical distribution board
- 1.4.5.12 Installation of paving around the perimeter of the pool upto a distance of 2m from the edge of the pool.
- 1.4.5.13 Supply and installation of two pool access handrailing to be stainless steel 304
- 1.4.5.14 Design and supply of pool cleaning Equipment to clean the swimming pool at regular intervals
- 1.4.5.15 Supply of Equipment to effectively collect leaves, settled sand and floating matter
- 1.4.5.16 Supply and installation of lifebuoy holders
- 1.4.5.17 Supply of sufficient lifebuoys

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- 1.4.5.18 Supply stainless steel grade 304 fasteners, nuts, bolts and washers
- 1.4.5.19 First fill of filter sand and chlorine (where applicable)
- 1.4.5.20 Supply of stainless steel grade 304 studs, bolts, nuts and washers as required for the Equipment supplied. As a minimum the Contractor shall supply 125% of all support frame fasteners to cover any additional material required during onsite assembly.
- 1.4.5.21 Supply of ancillary items normally supplied with the Equipment, including any special tools or instructions required to install, maintain or adjust the Equipment
- 1.4.5.22 Provision of a priced list of recommended spare parts to cover installation, commissioning and Equipment start-up
- 1.4.5.23 Provision of a priced list of recommended spare parts to cover the first 2 years of operation, and spares considered as strategic or critical spares. The spares lists shall state the delivery times of each component and location of stock holding
- 1.4.5.24 Packaging, crating and loading of all Equipment
- 1.4.5.25 Delivery of Equipment to Site, Protection and Storage as well as Installation.

*1.4.6 Inspection and Quality Assurance*

- 1.4.6.1 The Contractor shall be compliant with regard to quality assurance and control management and procedures.
- 1.4.6.2 The Client's Representative shall have access, at all reasonable times, to those parts of the fabrication facilities engaged in the manufacture of items in terms of this specification. He is authorised to witness any stage of manufacture, tests and inspect documentation.
- 1.4.6.3 The Client's Representative is authorised to reject any items not manufactured to the Project requirements.
- 1.4.6.4 No unit shall be considered complete until accepted by the Client's Representative.
- 1.4.6.5 It shall be the responsibility of the Contractor to establish examination procedures in accordance with the requirements of the quality assurance procedure and have all examinations performed by qualified personnel.
- 1.4.6.6 All Equipment to conduct the Works shall be inspected at the Contractor's works prior to delivery, according to the approved QCP, to ensure compliance with the Project specifications.

*1.4.7 Site Installation and Commissioning*

- 1.4.7.1 The Contractor shall construct the Works and install and commission all relevant Equipment. The Contractor shall prepare procedures, checklists and other commissioning documents to support these activities for approval by the Client's Representative. This assistance shall be priced as an all-in rate and listed separately.

*1.4.8 Warranty*

- 1.4.8.1 The Contractor shall supply a warranty covering all equipment supplied. The proposed warranty shall be detailed in the tender submission.

*1.4.9 Performance Guarantee*



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1.4.9.1 The Contractor shall propose a performance guaranty showing that the equipment supplied meets the requirements of the. This shall include a proposed method of measurement.

1.4.9.2 The performance guarantee by the Contractor shall pertain to the performance of the equipment with regard to:

- Functioning of the equipment.
- Performance of the equipment.
- Capacity of the equipment.
- Operating availability of the equipment.
- The Contractor shall remain responsible for rectification of equipment that does not achieve the performance requirements.

**1.5 Documentation Requirements**

*1.5.1 Tender Stage*

1.5.1.1 The Contractor shall submit the Contractor data indicated in Table 3-2.

1.5.1.2 The Contractor shall review Table 3-2 and mark up any changes to reflect their achievable Contractor data submission dates. The contractor documentation requirements shall be approved during the adjudication stage.

*1.5.2 After Award*

1.5.2.1 All design calculations and detailed drawings must be approved by a professional Engineer.

*1.5.3 Post Construction*

1.5.3.1 The Contractor shall submit 2 hard copies of the as-built documentation as well as an electronic binder copy to the Client's Representative.

**Table 3-2: Contractor Documentation Requirements**

Item	Documentation Requirements	At Tender Stage	For Review (After Contract Award)	Certified Final (After Review Stage)	As-Built (Post Construction)	Comments
		Required	Weeks			
<b>1</b>	<b>GENERAL</b>					
1.1	Plant Installation Instructions	x*				
1.2	Equipment, Maintenance And Operating Instruction Manuals		4	4	4	
1.3	Two Years Operating Spare Parts	x	2			
1.5	Site Services Requirement	x	2			
1.6	Equipment Data Sheets	x	2			
1.7	Bills Of Quantities	x				
1.8	List Of Special & Small Tools	x				
1.9	Performance Test Certificates			1		Post test
1.10	Factory Acceptance Test Dossier					
1.11	Plant Commissioning Manual					At time of commissioning
1.12	Design Criteria	x	2			
1.13	Drawings Of Equipment For Field Assembly	x	4	2		
1.14	Catalogues And Brochures	x				
1.15	Project / Contract Schedule	x*				Issued periodically

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1.16	Progress Reports		1			Issued periodically
1.17	Project References Similar In Size Or Larger	x				

Item	Documentation Requirements	At Tender Stage	For Review (After Contract Award)	Certified Final (After Review Stage)	As-Built (Post Construction)	Comments
		Required	Weeks			
<b>2</b>	<b>QUALITY</b>					
2.1	Manufacturer's Data Report (Data Book) – Manufacture & (Or) Construction	x	4	4		QC index to be submitted for review
2.2	Quality Control Plan (Qcp)		4	4		*Typical Quality Control Plan
<b>3</b>	<b>CIVIL</b>					
3.1	Concrete Layout Drawings	x	4			
<b>5</b>	<b>MECHANICAL</b>					
5.1	Equipment General Arrangement Drawing	x*	4			
5.2	Equipment Base Plate Drawings	x*	4			
5.3	Equipment List	x	2			
5.4	Operating Curves	x	2			
5.5	Equipment Datasheets/Schedules	x	2			
<b>6</b>	<b>ELECTRICAL</b>					
6.1	Electrical Load Lists	x	2			
6.2	Single Line Diagrams	x*	3			
6.3	Schematic And Control Diagrams	x*	3			
6.5	Lightning Protection And Underground Earthing Details		3			
6.7	General Arrangement Drawings		3			
6.8	Preliminary Power Consumption List	x	2			
6.9	Equipment Data Sheets	x	2			
<b>7</b>	<b>INSTRUMENTATION &amp; CONTROL</b>					
7.1	Functional Specifications					
7.2	Instrument List	x	6			Where applicable
7.3	Calibration / Test Certificates					
7.4	Fat Specification And Programme					
7.5	User Manual					
7.6	I/O List					
7.7	Trip / Alarm Schedule					
7.8	Instrument Data Sheets	x	6			Where applicable
7.9	Control Philosophy		6			

\* Denotes Preliminary

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**1.6 Work Excluded**

The Contractors scope shall exclude the following:

- 1.6.1 Lighting In The Pool
- 1.6.2 Lighting In The Surrounding Area
- 1.6.3 Lane Ropes
- 1.6.4 Starting Platforms
- 1.6.5 Numbering Of Lanes
- 1.6.6 Temperature Measurement
- 1.6.7 Pool Heating
- 1.6.8 Removal Of Existing Office Containers
- 1.6.9 Netting And Fencing
- 1.6.10 Water Quality Testing
- 1.6.11 Security And Monitoring
- 1.6.12 Provision For Storm Water
- 1.6.13 The Site Perimeter Wall

**1.7 Battery Limits**

The battery limits (up to and including) for the scope of supply shall be:

- 1.7.1 Edge Of Paving
- 1.7.2 Base Of Swimming Pool
- 1.7.3 Terminals Of Distribution Board
- 1.7.4 Base Of Filtration System

**2. DESIGN SPECIFICATION**

**2.1 Applicable Standards**

2.1.1 The following latest SABS 1200 Standardized Specifications for Civil Engineering Construction are applicable to the Contract:

**Table 4-1: Applicable SANS Standards**

<b>SANS Code</b>	<b>Description</b>	<b>Revision</b>
SANS 1200 A	General	Latest
SANS 1200 C	Site Clearance	Latest
SANS 1200 D	Earthworks	Latest
SANS 1200 DB	Earthworks (pipe trenches)	Latest
SANS 1200 DM	Earthworks (roads, subgrades)	Latest
SANS 1200 G	Concrete (structural)	Latest
SANS 1200 HA	Structural steelwork (sundry items)	Latest
SANS 1200 L	Medium-pressure pipelines	Latest
SANS 1200 LB	Bedding (pipes)	Latest
SANS 1200 ME	Subbase	Latest
SANS 10400: 1990	The application of the National Building Regulations	Latest
SRSA: Norms and Standards for Sport and Recreation Infrastructure Provision and Management		Volume 2 - Specifications

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**2.2 General**

- 2.2.1 The contractor shall be responsible for the permanent works as reflected in the contract documents unless otherwise stated.
- 2.2.2 The contractor shall be responsible for the design of the temporary works and their compatibility with the permanent works.
- 2.2.3 The contractor shall supply and submit all as-built drawing to the client's representative for approval.
- 2.2.4 The contractor shall be responsible for the design of the concrete mix (where applicable) and approved by the Client's Agent before being constructed.
- 2.2.5 Where the contractor is to supply the design of designated parts of the permanent works or temporary works he shall supply full working drawings supported by a professional engineer's design certificate.
- 2.2.6 The equipment shall be designed and constructed:
- In accordance with current technology and good engineering practice
  - To facilitate ease of inspection, cleaning, maintenance and operation
  - To have no spillage/ splashing under normal operating conditions
  - To ensure satisfactory operation under the ambient and operational conditions
  - To prevent undue stresses being produced by expansion due to temperature changes.

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**2.3 Swimming Pool Filter Building**

- 2.3.1 The dimensions of the building shall be as follows:
- The outside dimensions shall be 7m x 5m
  - The swimming pool filtration room shall be 2.62m x 2.73m
  - The store room shall be 2.62m x 1.8m internal dimensions through 90mm internal wall with door
- 2.3.2 The plant room access shall be double louvre doors Type MV Jambax Louvre steel door in pressed steel frame with red oxide finish on Western wall
- 2.3.3 The store room shall be accessed from plant room through type AV Jambax louvre steel door in pressed steel frame with red oxide finish;
- 2.3.4 The swimming pool filtration room will have 3 x type ALU fixed louvres for ventilation in southern wall
- 2.3.5 The store room shall have 3 x Jambax industrial ss11 with fixed flat bar burglar bars in red oxide finish on the northern wall
- 2.3.6 The foundation must be 500mm wide x 300mm deep for internal and external walls 20mpa, minimum depth of excavation 500mm
- 2.3.7 The finished floor level shall be at 150mm minimum above the finished surrounding ground level
- 2.3.8 The floor shall be steel floated 100mm – 15MPA concrete slab on 0.25mm Polyolefin membrane on sand fill compacted to 95% MOD AASHTO
- 2.3.9 The external walls shall be 190mm hollow masonry units of 3.5mpa strength, with 90mm hollow masonry units for the internal walls
- 2.3.10 The block cavity next to door frames on both sides shall have a Y12 vertical bar centrally placed and cavity filled with 15 MPA concrete from the foundation to top of door frame;
- 2.3.11 The internal wall shall be butt jointed to external wall with hoop iron every 2nd layer, the 10mm created joint shall be closed with 15mm sealant backer cord and elasto-plastomeric sealant on all joints;
- 2.3.12 The internal walls shall be a bagged finish. External walls shall be bagged, plaster primer one coat with two coats agreement waterproofing paint system;
- 2.3.13 All doors, door frames, windows and window frames shall be painted two coats white gloss enamel all round;
- 2.3.14 The roof trusses shall be fixed with 30x1.2mm galvanized steel strap in accordance to NHBRC part 2, section 3, table 20 requirements;
- 2.3.15 The roof trusses shall be 15 degree pitch corrugated roof on 76x50mm sa pine purlins @ 1140mm c/c on Sisalation 410 on prefabricated roof trusses tied with hoop iron on wall plate;
- 2.3.16 The roof overhang to be 300mm on eave sides with fc fascia 225mm and FC barge boards 200 x 80mm painted white;
- 2.3.17 Paving shall be at a 1m perimeter around the building.
- 2.3.18 The ceiling will to be 4mm fibre cement and 75mm plain cove cornice trimming fixed to 38x38mm pine brandering at 350mm c/c spacing, with 135mm insulation in roof space with r 3.35 value. Ceiling and cornice painted white.

**2.4. Electrical**

- 2.4.1 The contractor shall provide the electrical design, completed by and approved by a competent person.
- 2.4.2 The electrical design shall include, but not limited to the plant and equipment requirements for filter and pumps;

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- 2.4.3 One power efficient light fitting in each room to provide sufficient light;
- 2.4.4 Specify the electricity connection required from municipal source to be provided by the employer
- 2.4.5 A reticulated electrical power supply is available in the vicinity of the site.
- 2.4.6 All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the contractor shall be for the contractor's account.

**2.5 Safety**

- 2.5.1 All designs shall ensure that the relevant regulatory and statutory requirements are met with regards to "designing for safety".
- 2.5.2 The design shall ensure that priority is given to all project safety and ergonomic aspects, including plant layout, constructability, maintainability and operability.
- 2.5.3 The contractor shall ensure that the distributors shall be free of any safety hazards including but not limited to:
- Sharp edges or burs
  - Potential hand injuries.
- 2.5.4 The contractor shall ensure that all equipment supplied is clearly marked to show areas which may be used as a step and or strong point for either support or for lifting.

**2.6 Drawings**

**2.6**

- 2.6.1 The contractor shall use only the dimensions stated in the figures on the drawings on the drawings in setting out the works, and dimensions shall not be scaled from the drawings, unless required by the client's representative. The client's representative will, on the request of the contractor in accordance with the provisions of the conditions of contract, provide such dimensions as may have been omitted from the drawings.
- 2.6.2 The contractor shall ensure the as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the contractor. This information shall be supplied to the client's representative's on a regular basis.
- 2.6.3 All information in possession of the contractor, required by the client's representative to complete the as-built/record drawings, must be submitted to the client's representative before a certificate of completion will be issued.

**2.7 Procurement**

- 2.7.1 The employer intends through this contract to provide the maximum work opportunities for the local labour. The contractor shall therefore ensure that a minimum of 80% of his workforce is local labour. Local labour is defined as labour that permanently resides within the Prince Albert Municipal area with special attention to the direct area of work.

**2.8 Site Establishment**

**2.8.1 Site Area**

- 2.8.1.1 A specific area in close proximity to or on the site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment.
- 2.8.1.2 The Contractor shall use this area only for the purpose of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract.

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2.8.1.3 Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Client's Representative, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs allowed for by the Contractor in his Tender.

2.8.2 *Water*

2.8.2.1 The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including construction purposes and domestic use.

2.8.2.2 The Contractor shall make arrangements for the connection(s) thereof.

2.8.2.3 The Contractor shall, at his/her own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract.

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2.8.2.4 The Contractor shall make provision for all associated ancillary equipment including, but not limited to piping, fittings, valves and meters.

**2.8.3 Ablution**

2.8.3.1 The Contractor shall be responsible for providing the necessary ablution facilities for his/her team.

2.8.3.2 The Contractor shall at his/her own expense be responsible for safely and hygienically dealing with and disposing of all waste generated on site during the course of the Contract.

2.8.3.3 Waste disposal shall be to the satisfaction of the Client's Representative and responsible health and safety authorities in the area of the site.

**2.9 Subcontractors**

2.9.1.1 All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Client's Representative and the Contractor in the context of all subcontractor work being an integral part of the Works for which the Contractor is responsible.

2.9.1.2 The Client's Representative will not liaise directly with any subcontractor nor will he issue instructions concerning the subcontract works directly to any subcontractor.

2.9.1.3 All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors. The Client's Representative will not become involved with any such matters.

**2.10 Verification**

**2.10.1 Data Book**

2.10.1.1 The Contractor shall supply a complete data book, encapsulating all relevant quality, fabrication and control documentation to a minimum of those listed below:

- Index
- Drawings (as built/approved)
- Material test certificates
- Inspection and performance test reports (supplier/sub supplier generated)
- Identification of material incorporated into the product(s) supplied
- Heat treatment charts
- Non-destructive examination reports
- Rework/repair details
- Non/conformance reports and concessions granted
- Approved completed Quality Plans and report confirming that all activities shown thereon have been completed
- Final release/certificate of compliance from the Contractor, inspector and third party inspection.

2.10.1.2 The Contractor shall, prior to despatch, notify the Client's Representative for final release inspection.



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*2.10.2 Quality Assurance*

- 2.10.2.1 The successful Contractor will be required to submit to the Client's Representative, for approval, his Quality Assurance Manual prior to commencement of fabrication.
- 2.10.2.2 The Contractor shall ensure that his system is strictly adhered to and that any non-conformances identified in the system (in the opinion of the Client's Representative) during execution of the contract are immediately rectified.
- 2.10.2.3 The Contractor will be required to produce evidence that his design of the equipment has been audited by a competent technical authority.
- 2.10.2.4 The Contractor will verify all the dimensions of the equipment, prior to beginning fabrication and assembling.
- 2.10.2.5 A rigorous control of the quality of the Equipment shall be conducted by the Contractor to ensure conformance to the technical requirements.

*2.10.3 Quality Control Plan*

- 2.10.3.1 A Quality Control Plan (QCP) is to be submitted by the Contractor with the tender, and will be reviewed and commented on (if not approved) by the Client's Representative before contract award.
- 2.10.3.2 All quality assurance documentation is to be held by the Contractor for the expected life period of the equipment.
- 2.10.3.3 Rigorous control of the quality of the equipment and their components will be conducted by the Contractor and Client's Representative. Throughout the manufacturing process, the Client's Representative shall have access to participate in the quality control process and be copied with relevant documentation
- 2.10.3.4 The QCP shall facilitate the retention of records of each and every distributor, showing QC steps from start to finish of final assembly of the unit.

*2.10.4 Inspection*

- 2.10.4.1 In addition to the quality control plan, the following points must be noted.
- 2.10.4.2 The Client's Representative, or the inspection authority appointed by the Client's Representative, shall have access at all reasonable times to all places where the work is being executed and shall be provided with all the necessary facilities for inspection during all stages of fabrication.
- 2.10.4.3 Equipment will only be accepted for delivery after the Client's Representative, or the authority appointed by the Client's Representative has inspected the first batch at the most convenient of the Contractor's workshop and issue a certificate of acceptance.
- 2.10.4.4 The Client's Representative, or the inspection authority appointed by the Client's Representative, will inspect all fabrication and construction. Should the inspecting authority condemn any section of work, the necessary repairs will be to the Contractor's account.

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*2.10.5 Works Testing*

- 2.10.5.1 The Contractor is required to supply all testing equipment, labour and cover the costs of testing, and any retesting if required.
- 2.10.5.2 The Client's Representative or a representative designated by the Client's Representative must be present during the entire testing procedure.
- 2.10.5.3 The Contractor is to give the Client's Representative 14 days' notice prior to any tests.
- 2.10.5.4 The Equipment data is to be supplied to the Client's Representative before installation of the equipment.
- 2.10.5.5 The Contractor shall, prior to despatch, notify the Client's Representative for final release inspection.
- 2.10.5.6 The equipment is to be inspected and signed off by the Client's Representative at the Contractor's premises to ensure compliance with this specification, before releasing the equipment for delivery. A clearance certificate will be issued authorising the release.

*2.10.6 Tests On Completion*

- 2.10.6.1 Performance testing will be carried out on the equipment after commissioning and adjustment.
- 2.10.6.2 The equipment will be considered acceptable when:
- The equipment meets the duty requirements as defined in this section of the Specification.
  - The tests defined above prove the acceptable operation of the equipment.
  - Where a power test is required, the power absorbed by each motor at duty point does not exceed the values stated in the Technical Data Sheets.

*2.10.7 During The Defects Liability Period*

- 2.10.7.1 Checks on all equipment will be conducted for correct operation and functioning at 1 month, 6 months and 12 months after plant take-over.

**2.11 Spares**

- 2.11.1 A list of the recommended spares and consumables for a maintenance period of three years is to be provided in the technical data sheet. The list of spares is to be according to the equipment supplier's recommendations. Maintenance intervals of major and minor services are to be included.

**3. MEASUREMENT AND PAYMENT**

**3.1 Design and Supply**

- 3.1.1 The unit of measurement shall be for the unit supplied including all ancillary equipment and accessories as specified.
- 3.1.2 The tendered rates shall include for full compensation for design, manufacture, factory testing, supply, delivery and storage on site of the unit.

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3.2 Installation and Commissioning**

- 3.2.1 The unit of measurement shall be for the unit supplied including all ancillary equipment and accessories as specified.
- 3.2.2 The tendered rates shall include for full compensation for the installation, fixing of corrosion protection where needed and commissioning of the unit supplied, and for all other costs and actions that are necessary for obtaining an efficient and complete working system.
- 3.2.3 Payment will only be transferred once the client's representative has received full operation and maintenance manuals along with the relevant plant drawings.

## **C3.5 Management**

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### **C3.5.1 PROGRAMME AND PLANNING**

A bar-chart type construction programme shall be submitted to the Engineer, within fourteen (14) days from the Commencement Date.

In addition to the requirements of Clause 5.6 of the General Conditions of Contract 2010, the programme shall indicate critical path activities, and include for expected weather conditions and special non-working days as indicated in the tender document.

### **C3.5.2 CONTRACTOR'S RESPONSIBILITY IN TERMS OF THE OHS ACT**

The Contractor shall be responsible for complying with the Occupational Health and Safety Act, Act 85 of 1993, and specifically the Construction Regulations 2014 issued in terms of the Act.

The Contractor is referred to Part C1.4 (Health and Safety Agreement) and the Health and Safety Specification (Section C3.6, Annex 1) in this regard.

### **C3.5.3 MANAGEMENT MEETINGS**

#### **C3.5.3.1 Site Meetings**

Site meetings shall be held monthly on site and will be called by the Engineer. The Contractor shall arrange for his project manager to attend these meetings.

The Contractor will take minutes of the meeting and shall provide all present with copies of the minutes within four working days.

#### **C3.5.3.2 Health & Safety Meetings**

Health & Safety meetings shall be combined with the monthly site meetings, but Health & Safety Audits will be done at any time during construction.

### **C3.5.4 PROCEDURES DURING CONSTRUCTION**

The Contractor must supply and keep the following documents on site, including the recording and maintaining of information thereof:

- a) A full set of the latest edition of Construction Drawings to be on site permanently for use by the Engineer and others.
- b) An A4 triplicate site instruction book.
- c) An A4 duplicate dairy on site, for the Contractor to keep daily diary with at least the following information:
  - Weather conditions;
  - Record of any accidents and details;
  - Record of construction activities of the day;
  - Information regarding any strikes or labour related issues;
  - Any other relevant information.

### **C3.5.5 HEALTH AND SAFETY PLAN**

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer.

The health and safety plan shall include, but not be limited to, the following:

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- a) The safety management structure including the names of all designated persons such as his safety officer, the construction supervisor and any other competent persons;
  
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include:
  - Public vehicular and pedestrian traffic accommodation measures;

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- Control of the movement of construction vehicles;
  - The storage and use of materials;
  - The use of tools, vehicles and plant;
  - Temporary support structures;
  - Dealing with working at height;
  - Environmental conditions and safety requirements in working hazardous materials including asbestos cement products;
  - Security, access control, and the exclusion of unauthorised persons.
- c) The provision and use of temporary services;
- d) Compliance with wayleaves, permissions and permits;
- e) Safety equipment, devices and protective clothing to be employed;
- f) Emergency procedures;
- g) Provision of welfare facilities;
- h) Induction and training;
- i) Provision and maintenance of the health and safety file and other documentation;
- j) Arrangement for monitoring and control to ensure compliance with the safety plan.

Also refer to Section C3.6 OHS Specification.

### **C3.5.6 ENVIRONMENTAL SPECIFICATIONS**

#### **C3.5.6.1 Construction camp**

##### **a) Location of construction camp**

“Construction Camp” refers to all storage stockpiles sites, site offices, container sites, other areas required to undertake construction and rest areas for workmen. The construction camps shall be located at an easily accessible point and within an area of low environmental sensitivity. The Contractor shall submit a Method Statement indicating the layout and preparation of the construction camp(s).

##### **b) Site demarcation and no-go areas**

The Contractor shall provide suitable sanitary arrangements on site as per building guidelines (SABS 0400). There should be one toilet for every 15 workers on site. Toilets must be easily accessible and shall be secured in order to prevent them from blowing over.

The siting of toilets shall be done in consultation with the RE and Safety Officer. Toilets shall not be placed in areas susceptible to standing or flowing water. They shall be sited away from any identified environmentally sensitive areas and outside the 1:5 year floodlines.

The Contractor shall be responsible for ensuring that all ablution facilities are maintained in a clean and sanitary condition to the satisfaction of the RE. The Contractor shall provide toilet paper.

The Contractor shall appoint a suitable Sub-contractor to empty toilets on a regular basis. The Sub-contractor shall ensure that there is no spillage when the chemical toilets are cleaned and that the contents are properly removed from site.

The Contractor shall be responsible for enforcing the use of these facilities. Performing ablutions outside of established toilet facilities is strictly prohibited (refer to List of Fines (Appendix 5)).

##### **c) Eating areas**

The Contractor shall establish eating areas, as agreed with the RE.

The Contractor shall provide adequate refuse bins at all eating areas to the satisfaction of the RE and shall ensure that all eating areas are cleaned up on a daily basis. Collected waste shall be stored in a central waste area within the construction camp that has been approved by the RE and Safety Officer.



Any cooking of food on site shall be done using gas cookers.

**d) Water provision**

The Contractor shall be responsible for ensuring that there is access to clean drinking water for all employees on site. If water is stored on site, drinking water and multi-purposed water storage facilities shall be clearly distinguished and demarcated.

**e) General aesthetics**

All construction areas shall be kept neat and tidy at all times. Different materials and equipment must be kept in designated areas and storing/ stockpiling shall be kept orderly.

**f) Accommodation**

No living accommodation is available on site for any of the Contractor's employees and no employees will be allowed to sleep overnight on site. A night watchman shall be allowed within the construction camp with written permission from the RE.

**C3.5.6.2 Site demarcation and no-go areas**

The "site" refers to the total area where the contract will take place awarded to the Contractor and any other area reasonably required by the Contractor to undertake the construction activities in order to fulfil the contract. Construction areas will be identified by the project team and shall be demarcated prior to the commencement of construction

In order to limit the impact of construction activities, the Contractor shall limit activities to work spaces as defined at the site inspection during the tender process and subsequently as agreed with the Re and Safety Officer. Areas outside the site are considered "no-go" areas and shall be demarcated to ensure that environmentally sensitive areas are not impacted by the construction activities. Demarcation barriers are to be erected according to an agreed sequence and time programme, and coordinated with the arrival of equipment, staff and materials onto site.

Particular "no-go" areas that will be fenced off will be indicated during the tender site inspection. The RE may declare no-go areas at any time during the construction phase as deemed necessary and/or at the request of the Safety Officer. Entry into these areas by any person, vehicle or equipment without the RE's written permission may result in a penalty

**C3.5.6.3 Site clearing and excavation**

**a) Vegetation clearing and plant/ seed collection**

The Contractor shall only be allowed to clear indigenous vegetation in areas indicated by the appointed Safety Officer or Landscape Architect. This will be done after consultation with the Landscape Contractor and following the removal or translocation of any previously identified species, and necessary seed and bulb collection. Plants marked for removal or transplanting should be replanted as soon as possible in the areas demarcated for this purpose.

Before clearing of vegetation, the Contractor shall ensure that all litter and foreign material is removed from site. Vegetation clearing shall take place in a phased manner in order to retain vegetation cover for as long as possible.

All indigenous plant material removed from cleared areas shall be stockpiled for mulching or temporarily stockpiled in a demarcated area, which meets the satisfaction of the RE, before disposal at an approved landfill site.

**b) Topsoil**

Topsoil (an approximately 150 mm layer) shall be removed from areas to be disturbed during construction and stockpiled for rehabilitation purposes. Top soil stockpiles shall be convex and no more than 2 m high stockpiles shall be located in areas agreed to by the RE.

The discovery of any electric cables, pipes, drains and the like during any excavation work, which are not noted in the provisions of work, shall be immediately drawn to the attention of the RE. Notwithstanding the aforesaid, any damage whatsoever inflicted upon any cables, pipes, drains and the like shall be immediately reported to the RE.

Topsoil stockpiles shall not be subject to compaction greater than 1500 kg/m<sup>2</sup> and shall not be pushed by a bulldozer for more than 50 m.

Appropriate measures, as agreed with the RE, shall be taken to protect topsoil stockpiles for erosion by wind or water by providing suitable stormwater and cut off drains, containment using hessian or similar material and/or by establishing suitable temporary vegetation. Stockpiles shall not be covered with materials such as plastic that may cause it to compost or would kill the seed bank.

**C3.5.6.4 Materials handling and storage**

**a) Handling**

The Contractor shall ensure that all suppliers and their delivery drivers are aware of procedures and restrictions in terms of this EMP.

The Contractor (and suppliers) shall ensure that all materials are appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, 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. The Contractor shall ensure that delivery drivers are supervised during offloading.

**b) Storage of construction materials and hazardous substances**

All fuel, oil and other hazardous substances (i.e. fuel, poisons, etc.) shall be confined to demarcated, adequately bunded areas within the construction amp and stored in suitable containers.

Hazardous signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Fuel shall be stored in steel tank(s) supplied and maintained by the fuel suppliers. Tank(s) shall be adequately bunded (110% of volume). The floor and wall of the bund area shall be impervious to prevent infiltration of any spilled/ leaked fuel, oil or hazardous substance into the soil. Suitable fire fighting equipment, to the approval of the RE, shall be supplied and installed by the Contractor in the hazardous substances storage area.

The relevant Material Safety Data Sheets for all hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) shall be submitted to the RE. The Contractor shall have a copy of the Material Safety Data Sheets readily available and ensure that he/ she or his/ her employees who are required to use such substances are fully conversant with the safe handling precautions, protective equipment to be used and storage precautions to be taken.

The Contractor shall obtain a permit to store fuels and hazardous materials on site in terms of Witzenberg Municipal's Fire and Emergency Services. The Contractor shall append a copy of the permit to any relevant Method Statement. The temporary storage of fuel shall be installed and managed in accordance with the Community Fire Safety By-law permit as well as Oil Industry Standards and SANS codes.

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Areas for the temporary stockpiling of excavated material and other construction material shall be as agreed with the RE. No material of any description shall be stockpiled in any wetland areas.

The Contractor shall ensure that run-off from any stockpile, fuel/ oil or hazardous substance storage area is contained and does not enter Witzenberg Municipal's stormwater system (i.e. stormwater drains).

**c) Storage of equipment**

All plant, construction equipment, vehicles or other items shall be stored within the construction camp, unless prior arrangements have been made with the RE.

Drip trays shall be provided for stationary plant (such as compressors, pumps, generators, etc.) and for "parked" plant (e.g. mechanised equipment).

**C3.5.6.5 Refuelling and maintenance**

**a) Refuelling**

Where reasonably practical, vehicles shall only be refuelled in a demarcated refuelling/ servicing area (as agreed to with the RE). No refuelling shall be within 20 m of any local drainage channel.

The surface under the refuelling/ servicing area shall be protected against pollution (e.g. the use of drip trays) to the reasonable satisfaction of the RE and Safety Officer prior to any refuelling activities.

**b) Maintenance**

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the site.

Where reasonably practical, maintenance activities shall only be undertaken in a demarcated maintenance area (as agreed to with the RE). No maintenance activities shall be allowed within 20 m of any local drainage channel, unless this is absolutely necessary.

When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. All hazardous waste from maintenance activities shall be disposed of as specified under the section Waste Management.

The washing of equipment shall be restricted to urgent maintenance requirements only. All washing shall be undertaken in the maintenance area, and these areas must be equipped with suitable wastewater collection measures. The use of detergents for washing shall be restricted to flow phosphate and nitrate containing, low sudsing-type detergents.

**C3.5.6.6 Accidental leaks and spills**

The Contractor shall ensure that his/ her employees are aware of the procedure to be followed for dealing with spills and leaks. Any accidental leak and spill of fuel, oil or other hazardous substances is to be reported to the RE or Safety Officer immediately so that the best remediation method can be quickly implemented. In the event of a large spill, the RE or Safety Officer shall inform Witzenberg Municipal's Pollution Control Department and Fire Brigade immediately.

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 spills.

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The quantity of such materials shall be able to handle the total volume of the hydrocarbon/hazardous substance stored on site. This material must be accepted by the RE prior to any refuelling activities. Hydrocarbon contaminated material and/or soil shall be collected and stored in a bunded area until future disposal (Section C3.5.6.7.1).

The relevant Material Safety Data Sheets for all hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) shall be on site. Procedures detailed in the Material Safety Data Sheets shall be followed in the event of a spill or emergency situation.

The Contractor shall be liable to arrange for professional service providers to clear the area affected by the spill, if required.

The Contractor shall submit a Method Statement detailing the precautions that shall be implemented to limit spills and leakage of these hydrocarbons and other hazardous substances (see Section C3.5.6.4.2).

**C3.5.6.7 Waste management**

**a) Hydrocarbon and hazardous waste**

All hydrocarbon, (e.g. fuel, oils and contaminated soil/ materials) and other hazardous waste resulting from spills, refuelling and maintenance activities shall be disposed of in a Department of Water Affairs (DWA) licensed hazardous waste site or, where possible, sold to an approved used-oil recycling company. The Contractor shall provide disposal certificates issued by the hazardous waste disposal facility to the RE, in addition, disposal certificates shall be kept at the site office for inspection by any relevant authority. Used oil, lubricants, cleaning materials, etc. from the maintenance of vehicles and machinery may be collected in holding tanks prior to disposal.

No hydrocarbon and hazardous waste shall be burnt or buried on site. Under no circumstances shall the spoiling or burial of tar or bituminous products be allowed on site. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant.

**b) Solid waste**

Solid waste includes all construction waste (rubble, cement bags, old cement, tags, wrapping materials, timber, cans, wire, nails, etc.) and surplus food, food packaging, organic waste, etc.

The Contractor shall be responsible for the establishment of a solid waste control and removal system that is acceptable to the RE and Safety Officer in order to prevent the spread of waste in, and beyond, the construction area. An integrated waste management approach shall be used, based on the principles of waste minimisation, reduction, reused and recycling of materials. Containers for glass, paper, metals and plastics shall be provided. The Contractor shall remove all construction waste from site at his/her own expense.

The Contractor shall provide bins (with lids) of sufficient number and capacity to store solid waste produced on a daily basis. The lids shall be kept firmly on the bins at all times. Bins shall be located within the construction camp, eating areas and construction areas where there will be a concentration of labour. Bins shall be emptied on a weekly basis or more frequently as required. The general cleanliness of the site shall form part of the RE's and Safety Officer's inspections. All solid waste may be temporarily stored on site in a demarcated area, which meets the satisfaction of the RE. All solid waste shall be disposed of offsite at a licensed landfill site. The stockpiling of construction rubble or other material shall only be permitted in areas approved by the RE. No waste material or litter shall be burnt or buried on site.

**c) Waste water**

The Contractor(s) shall prevent pollution of surface or groundwater from the release, accidental or otherwise of contaminated water (including contamination with chemicals, oils, fuels, cement, sewage, construction water, water carrying products, etc.) as a result of construction activities.

The Contractor shall be responsible for the construction and operation of necessary collection facilities in order to prevent such pollution and/or settlement of suspended matter, and shall dispose of the collected waste as approved by the RE. Water from any kitchen, showers, laboratories, sinks, etc. shall be discharged into a conservancy tank for removal from the site.

The Contractor shall ensure that water run-off from fuel depots, workshops, truck washing areas and concrete swills passes through an oil separation/ settlement system before being released or alternatively is directed into a conservancy tank for disposal at a site approved by the Safety Officer and local authority.

Temporary stormwater drainage from the works shall be designed in collaboration with the RE and Safety Officer. No wastewater shall be disposed of directly or indirectly into the sewer or stormwater system without approval from Witzenberg Municipality.

**C3.5.6.8 Erosion and sedimentation control**

The Contractor shall, as an on-going exercise, provide sedimentation and erosion control to the satisfaction of the RE. During construction the Contractor shall protect areas susceptible to erosion by installing necessary temporary and permanent drainage works as soon as possible and by taking measures necessary to prevent surface water from being concentrated in streams and from scouring slopes, banks or other areas.

Lateral excavation of the riverbanks shall be isolated from the low flow channel by a wall of sandbags (woven, not plastic) where a risk of siltation is present. If necessary, sediment traps/ screens shall be placed downstream of the construction activities to reduce sedimentation downstream. During construction the Contractor shall implement measures to prevent the migration of material (fines) from the works into the river. This may include the use of cut-off trenches, straw bales or geofabric siltation barriers constructed across the site at specific points.

Any runnels or erosion channels developed during the construction period shall be backfilled and compacted, and the areas restored to an acceptable condition (as determined by the RE). Stabilisation of cleared areas to prevent and control erosion and/or sedimentation shall be actively managed. The method of stabilisation shall be determined in consultation with the RE and Safety Officer. Consideration and provision shall be made for the following methods (or combination thereof):

- Brushcut packing (although no alien plant material may be used for this purpose);
- Mulch or chip cover (although no alien plant material may be used for this purpose);
- Straw stabilizing (at a rate of one bale/m<sup>2</sup> rotated into the top 100 mm of the completed earthworks – only straw bales held with string (not wire) may be used);
- Watering;
- Planting/ sodding;
- Hand seeding/ sowing;
- Application of soil binders and anti-erosion compounds; and/or
- Mechanical cover/ packing structures (including the use of geofabric, hessian cover, log/ pole fencing).

The Safety Officer shall demarcated stabilised areas with painted stakes or hazard tape. Traffic and movement over stabilised areas shall be restricted and controlled by the Safety Officer, and damage to stabilised areas shall be repaired and maintained by the Contractor to the satisfaction of the RE and Safety Officer.

**C3.5.6.9 Work in watercourse and wetland areas**

As far as is reasonably possible, work in the river shall take place outside of the expected rainy season when flow is at its lowest (January to April) and allow sufficient time for rehabilitation processes to be effected before the rains commence.

No machinery is allowed in the river (defined as the current low flow or “wet” area of the watercourse). Where the Contractor believes that it is necessary to enter the river with a vehicle, a Method Statement must be submitted prior to the anticipated activity for consideration by the RE and Safety Officer. The Method Statement shall include a motivation for the need of mechanised work in the river and measures that will be adopted to reduce the impact of such activity.

If machinery is to be used in the river, it should not cross over the low flow area any more than absolutely necessary. Any work requiring the fording of the river by machinery and vehicles shall be undertaken at slow speed and with clean vehicles (no leaks, etc.) and along a single track.

All temporary and permanent fill used adjacent to or within the riverbed shall be comprised of clean sand or larger particles. Silts, clays, granitic sands and boulders shall not be permitted in the fill.

Banks shall be suitable stabilised incrementally immediately after construction. Stabilisation facilities shall be continuously maintained.

Construction may not permanently alter the surface or subsurface flow of water through any aquatic ecosystem. Unless otherwise specified by the EMC, the post-construction profile of the river and wetlands shall be returned to one similar to that before construction, with no created “ridge or channel” features present.

**C3.5.6.10 Protection of Natural Features, Flora and Fauna**

**a) Protection of natural features**

The Contractor shall not deface, paint, damage or mark any natural features outside the site unless agreed beforehand with the RE. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the RE and Safety Officer.

No river boulders/ rock shall be removed from the river without the Contractor first submitting a Method Statement. All river boulders removed from the river for use in gabions or as fill shall be done by hand. Only stones from dry cobble beds may be removed. No excavation of cobble beds by machinery shall be allowed. As a matter of principle the areas immediately adjacent to bridges across the river should be cleared first.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. rivers and wetlands) situated on or outside the site for the purposes of swimming, personal washing and the washing of machinery or clothes.

**b) Protection of flora and fauna**

The removal, damage or disturbance of flora, fauna or avifauna is forbidden outside the site without the written approval of the RE. The clearing of vegetation within construction areas shall be undertaken as specified in Section C3.5.6.3.1.

The Contractor shall ensure that no hunting, trapping, shooting, poisoning or otherwise disturbance of any fauna takes place. The feeding of any wild animals is prohibited. No domestic pets or livestock are permitted on site.

#### **C3.5.6.11 Protection of Heritage and Cultural Features**

If an archaeological site is discovered during any construction activity, the work is to be halted and the RE notified immediately. Only after the site has been inspected will the Contractor be allowed to continue. The RE is to be kept informed of all developments in the event where modifications are made to the clearing or earthworks schedule.

Archaeological finds can take the form of buried walls, old bottles, porcelain fragments, earthenware fragments, accumulations of bone and ash dumps. If such material is found the Contractor shall immediately notify the RE, who shall contact the South African Heritage Resources Agency (SAHRA) or Heritage Western Cape (HWC).

The Contractor will be required to abide by the specifications as set out by SAHRA, HWC or the heritage specialist appointed to investigate the find. The Contractor may not, without a permit issued by the relevant heritage resources authority, destroy, damage, excavate, alter, deface or otherwise disturb archaeological material.

#### **C3.5.6.12 Access Roads and Speed Limit**

The speed limit for light vehicles is 40 km/hr and for heavy vehicles 20 km/hr. No vehicles are to leave or reverse off designated access roads unless at areas previously agreed to with the RE and Safety Officer.

#### **C3.5.6.13 Fire Control**

No open fires shall be allowed on site for the purpose of cooking or warmth. *Bona fide* braai fires (such braai fires shall be limited to the traditional "month end" braais and not individual daily cooking fires) may be lit within the construction camp.

The Contractor shall take all reasonable steps to prevent the accidental occurrence or spread of fire. The Contractor shall appoint a fire officer who shall be responsible for ensuring immediate and appropriate action in the event of a fire. The Contractor shall ensure that all site personnel are aware of the procedure to be followed in the event of a fire.

The appointed Fire Officer shall notify Witzenberg Municipal's Fire and Emergency Services in the event of a fire and shall not delay doing so until such time as the fire is beyond his/ her control.

The Contractor shall ensure that there is basic fire-fighting equipment on site at all times. The equipment shall include fire extinguishers and beaters.

The Contractor shall pay the costs incurred by organisations called to put out fires started by himself/ herself, his/ her staff or any Sub-contractor. The Contractor shall also pay the costs incurred to reinstate burnt areas as deemed necessary by the RE.

Any work that requires the use of fire may only take place at that designated area and as approved by the RE and Safety Officer. Fire-fighting equipment shall be available in these areas.

The Contractor shall ensure that the telephone number of the local Fire and Emergency Service are displayed at the site offices.

#### **C3.5.6.14 Dust Control**

The Contractor shall ensure that the generation of dust is minimised and shall implement a dust control programme to maintain a safe working environment, minimise nuisance for surrounding tenants, residential areas/ dwellings, etc.

Vegetation clearing shall take place in a phased manner in order to retain vegetation cover for as long as possible. The Contractor shall ensure that exposed areas and material stockpiles are adequately protected against the wind (e.g. wetting exposed soil/ gravel areas during

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windy conditions, covering of material stockpiles, etc.). The location of stockpiles shall take into consideration the prevailing wind directions and locations of sensitive receptors.

Material loads shall be suitably covered and secured during transportation.

**C3.5.6.15 Noise Control and Working Hours**

The Contractor shall be familiar with and adhere to, any local by-laws and regulations regarding the generation of noise and hours of operation. In addition, the provisions of SANS 1200 A: 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.

The Contractor shall avoid construction activities outside of "normal working hours". This should be determined together with the local authority. The Contractor shall negotiate for any permits requiring deviation from local by-laws and/or regulations with the local authority. However, the Contractor shall advise the RE and Safety Officer in writing of such intention prior to negotiating for these permits. The Contractor shall be held responsible for any complaints received from the authority and/or public with respect to any contravention of the agreed conditions.

**C3.5.6.16 Access onto Private Property**

The Contractor shall contact and notify the landowner(s) prior to undertaking any construction activities on his/ her property as per the defined works.

**C3.5.6.17 Security in Adjacent Residential Areas**

The Contractor shall ensure that his/her staff does not enter the adjacent residential areas under any circumstances except on official business.

**C3.5.6.18 Cement and Concrete Batching**

Any concrete batching activities shall be located in an area of low environmental sensitivity to be identified and approved by the RE. Cement and concrete mixing directly on the ground shall not be permitted and shall take place on impermeable surfaces to the satisfaction of the RE.

Unused cement bags shall be stored out of the rain where run-off won't affect them. Used (empty) cement bags shall be collected and stored in weatherproof containers to prevent windblown cement dust and water contamination. Used cement bags shall not be used for any other purpose and shall be disposed of on a regular basis via the solid waste management system (Section C3.5.6.7.2).

All excess concrete shall be removed from site on completion of concrete works and disposed of at a licensed landfill site. Washing of the excess concrete into the ground is prohibited.

**C3.5.6.19 Site Rehabilitation and Revegetation**

**a) Site Rehabilitation**

On completion of the project, the Contractor shall ensure that all structures, equipment, materials, waste, rubble, notice boards and temporary fences used during the construction operation are removed with minimum damage to the surrounding areas. The Contractor shall clean and clear the site to the satisfaction of the RE.

In the case of accidental spills of oil or chemicals in the construction camp, the affected soil shall be dug out and removed from site for disposal at a hazardous waste site and replaced with fresh topsoil.



**b) Revegetation and Maintenance**

A Landscape Contractor shall be appointed to undertake the revegetation/ rehabilitation and maintenance of all areas identified in the rehabilitation plan prepared for the current phase.

The Landscape Contractor shall provide the Contractor with detailed instructions *vis a vie* site preparation for revegetation.

The Landscape Contractor's procedure for revegetation and maintenance shall be approved by the RE and Landscape Architect prior to commencement. In this regard the landscape Contractor shall submit a Method Statement that sets out the procedures to be followed.

**C3.5.7 FORMS FOR CONTRACT ADMINISTRATION**

The Contractor shall submit with each monthly statement for payment the following updated returns:

- Project Labour Report

The Project Labour Report must include details of all labour (including that of sub-contractors) earning less than R180,00 per day (excluding any benefits) employed on this contract in the month in question.

**C3.5.8 WAYLEAVES, PERMISSIONS AND PERMITS**

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

The following wayleaves are anticipated to be obtained:

- Electrical (Prince Albert/Eskom)
- Water (Prince Albert)
- Sewer (Prince Albert)
- Roads & Stormwater (Prince Albert)

## **C3.6 Health and Safety Specifications**

### **PORTION 1: G1000 : HEALTH AND SAFETY REQUIREMENTS**

This part of the Project Specifications contains comprehensive additional specifications for health and safety matters not covered by nor carried out in terms of the Standard Specifications.

The number of each clause and each payment item in this part of the Project Specification is prefixed with a G to differentiate these clauses and items as additional requirements.

The following additional requirements are covered under this part of the Project Specifications:

**G1001 SCOPE**

This section covers health and safety matters applicable during construction.

**G1002 GENERAL**

The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular with its Construction Regulations, 2014.

All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction Regulations, be deemed to be "construction work".

The Contractor is also referred to Clauses 4.5 and 5.3.1 of the General Conditions of Contract in this regard.

It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the methods of construction to be used are generally determined by the Contractor detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Contractor shall apply all the relevant safety regulations and requirements to the work methods and materials used.

**Penalty: In the event of any negligence or non-conformance with the requirements as stated herein the Municipal OHS consultant agent will be instructed to visit the site, investigate and review the event daily until satisfactorily rectified. The agent s' costs will be deducted from the contractor's payment certificates.**

**G1003 DESCRIPTION OF THE CONSTRUCTION WORK**

The temporary and permanent Works required under this Contract are described in the following:

- The Project Specification;
- The Standard Specifications;
- The General Layout Drawing;
- The Schedule of Quantities;
- The other Volumes of the Specification.

The Contractor, in complying with the OHS Act and the Construction Regulations, shall consider all aspects of the Works described and take into account the construction methods and materials to be used.

**G1004 EXISTING CONDITIONS**

The Contractor shall take into account; inter alia, the following existing conditions when complying with the OHS Act:

- Existing utility services;
- Existing ground and foundation conditions;
- Traffic accommodation requirements;
- Surrounding land use;
- Anticipated weather conditions.

The existing conditions on this Contract are described in the following:

- The Project Specifications;
- The General Layout Drawing;
- The other Volumes of the Specification.

**G1005 DESIGN INFORMATION**

Design information provided for safety planning purposes, such as design loads for structures, foundation conditions etc., is provided on the Drawings, in the Project Specifications or in other Volumes of the specification.

**G1006 CONSTRUCTION MATERIALS**

The following commonly used construction materials and substances potentially pose health and safety hazards:

- All materials contained in pressurized containers;
- Bitumen products;
- Cement;
- Epoxies;
- Lime and other stabilizing agents;
- Paints;
- Tar products;
- Timber preservatives.

The materials to be used to construct the Works are described in the following:

- The Scope of Work;
- The Project Specifications;
- The Standard Specifications;
- The Drawings;
- The Bills / Schedule of Quantities;
- The other Volumes of the Specification.

The Contractor shall take appropriate measures to manage the risks associated with the use of all the materials required to complete the Works, i.e. not only those listed above, and shall, inter alia, implement all the precautionary measures provided by manufacturers and suppliers for the storage, use and application of materials used.

**G1007 SITE WIDE ELEMENTS**

(a) Site access, egress, deliveries and vehicular and pedestrian routes

Access to the site is obtained directly from the adjacent streets. Materials should be dumped in central areas away from the trafficked and walking surfaces used by vehicles and pedestrians. Where obstructions are present safe detour must be provided for pedestrians.

(b) Environment

Environmental conditions and requirements particular to this Contract are indicated in the Project Specification.

**G1008 USE OF SITE BY THE EMPLOYER**

Any continued use of the Site required by the Employer to maintain traffic flows or to allow work to be done by other contractors or authorities is indicated in the Project Specification.

**G1009 SITE RULES**

**a) Wayleaves, permissions and permits**

The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

**b) Reporting of incidents**

All incidents shall be reported strictly in accordance with the requirements of the OHS Act and the General Conditions of Contract.

**G1010 HEALTH AND SAFETY PLAN**

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer.

The health and safety plan shall include, but not be limited to, the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be dealt with shall include:
  - Public vehicular and pedestrian traffic accommodation measures;
  - Control of the movement of construction vehicles;
  - The storage and use of materials;
  - The use of tools, vehicles and plant;
  - Temporary support structures;
  - Dealing with working at height;
  - The use of batch plants;
  - Excavation work;
  - Demolition work;
  - Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with wayleaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

**G1011 AUDITS BY THE EMPLOYER**

The Contractor shall permit the Employer to regularly audit, at an agreed interval, the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the required documentation, as may be required, in this regard.

**G1012 VARIATIONS**

Should any variations be ordered or design amendments issued the Engineer shall inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered are taken into account.

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**G1013 MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>G10.01 Contractor's obligations in respect of Health and Safety</b>	lump sum

Payment of the lump sum tendered shall include full compensation for all costs resulting from complying with Occupational Health and Safety Act and its Construction Regulations and requirements in terms of health and safety requirements in respect of the contract as specified.

The lump sum tendered will be payable monthly in instalments in relation to the month under consideration and the total time of the completion of the Works

## PORTION 2: PARTICULAR CLIENT SPECIFICATIONS

### PARTICULAR SPECIFICATIONS: THE CLIENT'S PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

#### 1. INTRODUCTION AND BACKGROUND

##### 1.1 Background

The Construction Regulations to the Occupational Health and Safety Act (Act 85 of 1993) which were promulgated in February 2014 place the onus on the Employer (defined as the Client in terms of the Construction Regulations) to prepare a pre-construction health & safety (H&S) specification, highlighting all risks not successfully eliminated during design.

##### 1.2 Purpose of the Pre-construction Health and Safety (H&S) Specification

The purpose of the pre-construction H&S specification is to assist with the achievement of compliance with the OHS Act, and in particular with the Construction Regulations, so as to reduce incidents and injuries on the project. The pre-construction specification enables Tenderers to make adequate financial provisions in their tenders to cover the H&S requirements of the project and thereafter, for the Contractor and its sub-contractors to use as the basis for the preparation of the construction phase H&S plan.

The pre-construction specification sets out the basic requirements to be met by the Contractor and all sub-contractors so that the H&S of all persons potentially at risk may receive a priority at least equal to the other facets of the project such as the standard of workmanship, costs, programme, environment, etc.

##### 1.3 Status of the Pre-construction Health and Safety Specification

The Client's H&S specification will form an integral part of the contract, and Tenderers are required to use it during the tender phase for pricing the preparation a project-specific construction phase H&S plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during the entire construction phase. Tenderers shall forward a copy of the H&S specification to all other persons or organisations who may be preparing to submit prices to the Tenderer during their bidding phase so that they can also price for preparing their own H&S plans relating to their individual operations and for complying with the H&S requirements during the construction phase.

Notwithstanding the fact that the Client's pre-tender H&S specification does not identify all of the H&S risks that may be encountered on the project, Tenderers are required to take cognisance of all potential H&S risks that may be evident from the tender documents namely the conditions of contract, tender drawings, technical specifications and schedules of quantities, and to make the requisite provisions in their tenders for dealing with all of them.

#### 2. HEALTH AND SAFETY SPECIFICATION

##### 2.1 Scope

This health and safety (H&S) specification is the Client's H&S specification prepared in accordance with Clause 5(1)(b) of the Construction Regulations. It covers the requirements for eliminating and mitigating incidents and injuries during the construction phase of the project. The specification 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 of the Principal Contractor and Contractors.

## **2.2 Interpretations**

### **2.2.1 Application**

This specification is a compliance document drawn up in terms of South African legislation and will therefore be binding on the Contractor. It must be read in conjunction with all of the other contract documentation and also with all the relevant statutory documents. This specification is not intended to over-ride, or in any way to amend, the statutory/regulatory documents and, in the event of there being any conflict, the legislation will take precedence.

### **2.2.2 Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (February 2014) shall apply to this H&S specification. More specifically, where used in this H&S specification, "Principal Contractor" means the Contractor, "Contractor" means sub-contractors to the Principal Contractor, and "Client" means the Employer or his/her duly appointed Agent.

## **2.3 Minimum Administrative Requirements**

### **2.3.1 Notification of Intention to Commence Construction Work**

On receipt of the Client's notification of award of the contract and, in any event before any construction work commences, the Principal Contractor shall notify the Provincial Director of the Department of Labour in writing of the intention to undertake construction work. Annexure A to the Construction Regulations must be used for that purpose and a copy of that form is attached as Annex A to this specification. A copy of the completed notification must be forwarded to the Client and to the Engineer and a copy shall be attached to the H&S plan. The addresses of the nine Provincial Directors of the Department of Labour are given in Clause 1 of the General Administrative Regulations to the OHS Act.

### **2.3.2 Assignment of the CEOs' Responsibility for Health and Safety on Site**

In terms of Section 16 of the Act, the CEO's of the Client, the Engineer, the Principal Contractor and all other Contractors shall make the requisite assignments of their responsibilities in writing prior to commencement of work on site. It is noted that, in a large organisation, the CEO may decide to assign his responsibilities to a line manager who may in turn assign his responsibilities to another line manager and so on. Annex B to this specification comprises forms which may be used for these assignments. Copies of the completed forms shall be attached to the H&S plan.

### **2.3.3 Appointment of the Construction Manager and Supervisor**

The Principal Contractor's CEO (or his duly assigned employee) shall appoint (in writing) one full time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. A construction manager must (in writing) appoint construction supervisors responsible for construction activities and ensuring occupation health and safety compliance on the construction site.

The Principal Contractor's and the Contractors' competent persons for the various roles shall fulfil the criteria as defined the Construction Regulations. Copies of these appointments, together with proof of competence of the individuals concerned, shall be attached to the H&S plan. Proof of competencies shall take cognisance of the definition of a "competent person" as set out in the Construction Regulations and may comprise CV's and written motivations/recommendations by the persons' direct report.



**2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)**

The Principal Contractor shall, prior to commencing work on site, submit a letter of good standing with its Compensation Insurer to the Client and to the Engineer as proof of registration. All other Contractors shall submit their proof of registration to the Principal Contractor before they commence work on site. Copies of these documents shall be attached to the H&S plan.

**2.3.5 Occupational Health and Safety Policy**

The Principal Contractor and all other Contractors shall submit to the Client and to the Engineer, a copy of their organisation's H&S Policy signed by their Chief Executive Officer. Each policy must include a description of the organisation and state the H&S objectives and how they will be achieved and implemented by the organisation. Copies of these policies shall be attached to the H&S plan.

**2.3.6 Health and Safety Organogram**

The Principal Contractor shall submit an organogram, outlining the H&S site management structure including those of all other Contractors. In cases where appointments have not been made, the organogram shall reflect the intended positions, and the names shall be filled in as and when the appointments are made. The organogram shall be updated whenever there are any changes in the site management structure and/or personnel. A copy shall be attached to the H&S plan.

**2.3.7 Health and Safety Representative(s)**

The Principal Contractor and all other Contractors shall, after due consultation with the parties concerned, ensure that an H&S Representative is appointed in writing as soon as there are 20 persons employed on a site. Additional H&S Representatives are required once the workforce exceeds 50 persons. Annex C may be used for this purpose and copies of the appointments are to be attached to the H&S plan. Each H&S Representative(s) is to be trained to carry out their respective functions and must carry out regular inspections, keep records, and report all findings to the responsible person forthwith, and also at the next H&S meeting. Copies of these documents are to be kept in the Project H&S File.

**2.3.8 Health and Safety Committees**

Provided that two or more Safety Representatives have been designated, the Principal Contractor shall ensure that one or more Safety Committees are established and that H&S committee meetings are held at least monthly and that minutes are kept on record. Meetings must be convened and chaired by the Principal Contractor's Construction Supervisor. All of the Principal Contractor's and other Contractors' responsible persons and H&S Representatives shall attend the monthly H&S meetings. Contractors shall also have their own internal H&S committees as required in terms of the OHS Act and copies of their agendas and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis. Copies of all H&S committees' agendas and minutes are to be kept in the Project H&S File.

**2.3.9 Health & Safety Audits, Monitoring and Reporting**

The Client shall conduct monthly H&S audits of the construction work operations including a full audit of physical site activities as well as an audit of the administration of H&S. The Principal Contractor is obligated to conduct similar audits on all Contractors that they have appointed. Detailed reports of the audit findings shall be reported on at all levels of project management meetings/forums. Copies of all audit reports shall be kept in the Project H&S File.

### **2.3.10 Emergency Procedures**

The Principal Contractor shall prepare a detailed emergency procedure prior to commencement of work on site and it shall be included in, and form part of, the H&S plan. The procedure shall be updated whenever changes occur and it shall detail the emergency response plans. The emergency procedures shall not be limited to, but shall include, the following key elements:

- List of key competent personnel on site;
- Details of the nearest emergency services, including their physical addresses and phone numbers;
- Actions or steps to be taken in the event of each specific type of emergency;
- Information on hazardous materials/situations that may be encountered on site.

Emergency procedures shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, and major incidents/accidents.

A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and be readily available to site personnel at all times that there are persons on site i.e. it must not be located in an area which may be inaccessible outside of normal working hours.

The Principal Contractor shall advise the Client and the Engineer in writing forthwith, and thereafter at the project and H&S meetings, of any emergencies that occurred, together with a record of the action taken. Copies of all reports on emergencies shall be kept in the Project H&S File.

### **2.3.11 Accident / Incident Reporting and Investigation**

Each Injury that occurs is to be categorised into first aid, medical, disabling, or fatal and must be reported on the prescribed form (refer Annex D). The Principal Contractor must document in its construction phase H&S plan how it will handle each of these categories of injury. When reporting injuries to the Client, these aforementioned categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the four categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly and copies of these reports shall be kept in the Project H&S File.

### **2.3.12 General Record Keeping**

The Principal Contractor and all Contractors shall keep and maintain H&S records to demonstrate compliance with this specification, the approved H&S plan, the OHS Act, and the Regulations. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in the Project H&S File stored in a suitable place on site. The Principal Contractor must ensure that every Contractor opens its own H&S file, maintains the file, makes it available to the Principal Contractor and other authorised persons on request and sends copies of the relevant documentation to the Principal Contractor.

The Principal Contractor shall maintain an up to date register of each Contractor engaged in construction work on site giving the Contractors' name and the Responsible Persons' contact details and the number of employees on site. As these details may be subject to frequent change, the register must be updated at least weekly. The register is to be available for inspection.

### **2.3.13 Project H&S File**

The Principal Contractor shall prepare, and update on at least a monthly basis, a properly indexed H&S file for the project. This file will evolve during the construction phase and is to be handed over to the Client on completion of the construction work on site.

The Project H&S File shall contain:

- The names and addresses and contact details of the Principal Contractor
- The names and addresses of all other Contractors that worked on the project, copies of their agreements with the Principal Contractor and the type of work that each one is carrying/has carried out.
- The original and all subsequent versions/revisions of the H&S plan and the Annexures and Appendices thereto.
- All information specifically called for in the OHS Act and the Construction Regulations and this specification and any other pertinent information relating to H&S on the project that is considered relevant.
- The geo-science report, design loadings of the structure(s) and methods and sequence of construction issued to the Principal Contractor by the Engineer and/or the Client.
- The safe work procedures developed by the Principal Contractor and all other Contractors.
- Details of any special or unusual materials forming part of the completed works.
- All relevant information concerning the completed works. This information shall comprise the record/"as built" drawings prepared by the Engineer, copies of which will be issued to the Principal Contractor for inclusion in the File, and the operating and maintenance instructions and all relevant information relating to any unusual or special features of the completed works that could affect H&S of the end users. When compiling this data, consideration must be given to all information that may be relevant to possible future alterations and/or demolition of all or part of the works.

## **2.4 Health and Safety Induction, Training and Equipment**

### **2.4.1 H&S Induction, Awareness and Competency**

#### **Induction of Site Personnel**

The Principal Contractor shall ensure that all site personnel, including those of all other Contractors, undergo risk-specific H&S induction training before starting work. A record of attendance at every induction session shall be kept in the Project H&S File. A suitable venue must be made available by the Principal Contractor to accommodate this training.

#### **Medical certificate of fitness**

The Principal Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of the Construction Regulations 2014.

#### **Awareness of Site Personnel**

The Principal Contractor shall ensure that periodic 'toolbox talks' take place on site. These talks should deal with risks relevant to the construction work at hand. All Contractors shall conduct 'toolbox' talks at least once per week with their own employees. A record of attendance at each 'toolbox talk' shall be kept in the Project H&S File.

#### **Competency of Site Personnel**

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This will have to be assessed on a regular basis by, for example, periodic H&S audits, progress meetings, etc. The Principal Contractor will be responsible for ensuring that only competent Contractors are appointed to carry out construction work.

### **Public and Site Visitor Health & Safety**

Both the Client and the Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and site visitors from being adversely affected by the construction activities.

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate H&S notices and signs shall be posted up, but this shall not be the only measure taken.

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/briefings shall be kept in the Project H&S File.

#### **2.4.2 First Aid Boxes and First Aid Training**

The Principal Contractor and all other Contractors shall appoint First Aider(s) in writing. All Contractors with more than 10 employees shall have a trained, certified First Aider on site at all times. The appointed First Aider(s) are to be sent for accredited first aid training. Copies of the valid First Aid certificates for each First Aider are to be kept in the Project H&S File. The Principal Contractor shall provide an on-site First Aid Station with First Aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box(es).

#### **2.4.3 Occupational Health and Hygiene**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and the Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure by any person to hazards such as inhalation, ingestion, absorption, and noise induction. Some of the more common occupational hazards to be considered are cement dust, sun exposure, and noise. In addition, the ergonomic issues relating to repetitive and/or strenuous body and limb movements must be considered and ameliorated wherever possible. Stress due to tight project schedules has been shown to adversely affect construction workers and this shall be taken into account when planning and managing work schedules. The preventative and/or the amelioration measures shall be addressed in the H&S plan by way of safe work procedures which are to be followed.

#### **2.4.4 Alcohol and other Drugs**

Alcohol and drug/other substance abuse have been shown to be a problem in the construction industry. No alcohol or other drugs will be 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 Principal 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 off site immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the employer concerned and details of the disciplinary action taken must be forwarded to the Principal Contractor for his records.

#### **2.4.5 Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers are issued with, and wear, hard hats, safe footwear and overalls and specific PPE wherever such equipment is identified in the SWP's as being necessary for particular tasks. The Principal Contractor and all other Contractors shall make provision for, and keep adequate quantities of, SABS approved PPE on site at all times. The Principal Contractor shall clearly outline in the H&S plan the

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procedures to be taken when PPE or clothing is lost, stolen worn out, or damaged. This procedure applies to all Contractors, as they are all Employers in their own right.

**2.4.6 Fire Extinguishers and Fire Fighting Equipment**

The Principal Contractor and all other relevant Contractors shall provide adequate, regularly serviced firefighting 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.

**2.4.7 Occupational Health and Safety (OHS) Signage**

The Contractor shall provide adequate on-site H&S signage including, but not limited to, 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', '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, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

**2.5 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment**

The Principal Contractor and all other Contractors shall cause a hazard identification to be performed by a competent person(s) before commencement of their respective construction work, and the assessed risks shall be documented in the construction phase H&S plan to be submitted for discussion with, and subsequent approval by, the Client.

The risk assessments must include:

- A list of all hazards identified as well as potentially hazardous tasks to be carried out;
- A documented risk assessment based on the list of hazards and tasks;
- A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- Details of the PPE and clothing to be worn;
- A monitoring and review procedure of the risk assessments to be carried out on a monthly basis, whenever variation orders are issued or changes made, and whenever the risks change.

The following risks and hazards were identified and should be taken into account:

- Machine hazards (moving machinery, machine running out of control, machine coming in contact with operator or employees' body parts, etc.)
- Energy hazards (live electricity underground, overhead, portable generators and hand tools etc.)
- Materials handling hazards (heavy loads and materials)
- Work practices hazards (working elevated positions, excavations, tripping and falling, plant and tools, noise, insects, snakes, ticks, bees and ergonomics).
- Moving vehicle hazards (vehicles generating fumes and dust, unguarded machine parts and belts, pedestrians moving, civilian vehicles etc.).
- Hazardous chemical hazards (cement, mortar, concrete and other chemicals to be used).
- Weather conditions (extreme hot and cold weather conditions).

The Principal Contractor shall ensure that all other Contractors are informed, instructed and trained, by a competent person regarding all hazards, risks, and the related safe work procedures before any work commences and thereafter at regular intervals if the risks change and/or if new risks are identified.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures, and other related rules such as the 'tool box talk' strategy that is to be implemented.

The Principal Contractor shall immediately notify all other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

The Principal Contractor shall keep records as per Clause 9 of the Hazardous Chemical Substances Regulations.

All of the above are to be documented in the H&S plan.

## **2.6 Permits**

Permits may be required for certain activities and these are not limited to but may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Removal of asbestos materials.
- Disposal of (old type) fire detectors with radioactive elements.
- Decanting/handling of Ammonia.

If and where applicable, the Employer will issue to the Principal Contractor, permits and log books (which log books shall thereafter be kept up to date by the Principal Contractor), for the following installations:

- Boilers
- MV switchgear and chambers/rooms
- MV switchgear outdoor yards
- Lifts

All of the above are to be documented in the H&S plan.

## **2.7 Specific Project Requirements**

### **2.7.1 Formwork and Support Work**

Support work in river bed could be subject to floods which could wash away/undermine the support work.

### **2.7.2 Excavation Work**

Protection of the top of the excavations to prevent persons falling in shall be addressed. Danger tape alone is not acceptable and the minimum requirement is a 1 m high netting or shade cloth "fence". A safety net is to be installed to catch any stones or other loose material from falling onto persons who may be working in the excavations, if required.

Trenching up to 2,0 metres deep is to be carried out in soft dune sand. Shoring or battered excavation may be required.

### **2.7.3 Construction Vehicles and Mobile Plant**

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision.

The Principal Contractor shall ensure that all hired plant and machinery used on site is safe for use. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

#### **2.7.4 Warning signs**

The Principal Contractor shall erect and maintain the necessary signs, notices and barricades at strategic points on the boundaries to inform people of the dangers of the construction site.

#### **2.7.5 Construction Welfare Facilities**

The Principal Contractor shall supply hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers shall not be exposed to hazardous materials/substances while eating.

#### **2.7.6 General Machinery**

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery

#### **2.7.7 Transport of Workers**

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Transport workers in bakkies unless they are closed/covered and have the correct number of seats for the passengers.

#### **2.8 Financial Provision for Health and Safety**

Tenderers (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main Tenderer) must ensure that they make adequate financial provision in their tenders for full compliance with the OHS Act, the Regulations thereto and this H&S specification. Financial provision shall therefore be made by each Tenderer for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures for all work to be carried out under the contract.
- Preparation of an H&S plan, discussing it with the Client, and then amending it as agreed.
- Preparation for and conducting "toolbox talks" with relevant employees.
- Induction and training as and where required.
- Preparation of a Project H&S File.
- Regular updating of all of the foregoing.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.

To enable the Client to be appraised of the allowances that Tenderers have made for H&S in their tenders, so that he/she can fulfil his/her obligations in terms of Clause 4 (h) of the Construction Regulations, the following H&S items have been included in the Schedules of Quantities and must be individually priced:

- Fixed Charge Item for the preparation of risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing, and any other H&S matters that the contractor deems necessary.
- Fixed Charge Item for completing and checking the Project H&S File and handing over to the Client on completion of the works.

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- Time Related Item for updating and amending the risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing and any other H&S matters that the contractor deems necessary.
- Time Related Item for full compliance with all H&S matters during the construction of the works under the contract.

Failure by a Tenderer to submit realistic prices for the scheduled H&S items may prejudice his tender.

**2.9 Guidelines for the Preparation of a Typical H&S Plan**

Annex E contains certain information to give an indication as to what could be included in an H&S plan for a typical project. That information does not form part of the H&S specification for this particular project as it is just a basic outline and it must be adapted and expanded to suit the actual structure of the contractor's organisation and also the specific nature of the project.

**Enclosures:**

Annex A – Notification of Construction Work

Annex B – CEO and Management Assignment

Annex C – Appointment of H&S Representative

Annex D – Recording of Incident

Annex E – Guidelines for the Preparation of a Typical H&S Plan



***ANNEX A (to H&S Specification)***

To : The Provincial Director, Department of Labour,

**ANNEXURE A**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 4 of the Construction Regulations, 2014**

**NOTIFICATION OF CONSTRUCTION WORK**

- 1. a) Name and postal address of principal contractor:  
.....
- b) Name and telephone number of principal contractor's contact person:  
.....
- 2. Principal contractor's compensation registration number:
- 3. a) Name and postal address of client:  
.....
- b) Name and telephone number of client's contact person or agent:  
.....
- 4. a) Name and postal address of designer(s) for the project:  
.....
- b) Name and telephone number of designer's contact person:  
.....
- 5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 8(1):  
.....
- 6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(2):  
.....
- 7. Exact physical address of the construction site or site office:  
.....
- 8. Nature of the construction work:  
.....  
.....  
.....
- 9. Expected commencement date: .....
- 10. Expected completion date: .....

**ANNEX A – cont. (to H&S Specification)**

11. Estimated maximum number of persons on the construction site:  
.....

12. Planned number of contractors on the construction site accountable to principal contractor:  
.....

13. Name(s) of contractors already selected:  
.....  
.....  
.....

.....  
Principal Contractor Date

.....  
Client's Agent (where applicable) Date

.....  
Client Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

***ANNEX B (to H&S Specification)***

**CEO ASSIGNMENT IN TERMS OF SECTION 16(2) OF THE OHSA (ACT 85 of 1993)**

Section 16 of the Act states:

- (1) Every chief executive officer shall, as far as is reasonably practicable, ensure that the duties of his employer as contemplated in this Act, are properly discharged.
- (2) Without derogating from his responsibility or liability in terms of sub-section (1), a chief executive officer may assign any duty contemplated in the said sub-section, to any person under his control, which person shall act subject to the control and directions of the chief executive officer.
- (3) The provisions of sub-section (1) shall not, subject to the provisions of section 37, relieve an employer of any responsibility of liability under this Act.
- (4) For the purpose of sub-section (1) the head of department of any department of State shall be deemed to be the chief executive of that department.

I, (full name of CEO) .....

do hereby assign my duties in respect of the overall management and control of .....

.....

to (full name of Appointee) .....

in his/her capacity as .....

to ensure that the duties of the employer are carried out as contemplated in the Act and the Regulations as amended for.....

(division/area/region/premises/project(s)).

**Signature:** .....

**Date:** .....

**Designation:** Chief Executive Officer

Kindly confirm your acceptance of this appointment by completing the following:

**ACCEPTANCE OF ASSIGNATION**

I, .....  
hereby accept this assignation and confirm that I am conversant with the requirements of the OHS Act and regulations as amended and agree to carry out the duties as set out for the employer.

NOTE : Your Attention is Drawn to regulation General Administrative Regulation 5 and Sections 8, 9, 13, 17, 18, 19, 20 and 37 of the Occupational Health and Safety Act No. 85 of 1993, attached hereto.

**Signature:** .....

**Date:** .....

**Designation:** .....

***ANNEX B – cont. (to H&S Specification)***

**MANAGEMENT ASSIGNMENT OF DUTIES IN TERMS OF SECTION 16 (2) OF THE OHSA (ACT 85 of 1993)**

Section 16 of the Act reads:

- (1) Every chief executive officer shall as far as is reasonably practicable ensure that the duties of his employer as contemplated in this Act, are properly discharged.
- (2) Without derogating from his responsibility or liability in terms of sub-section (1), a chief executive officer may assign any duty contemplated in the said sub-section, to any person under his control, which person shall act subject to the control and directions of the chief executive officer.
- (3) The provisions of sub-section (1) shall not, subject to the provisions of section 37, relieve an employer of any responsibility of liability under this Act.
- (4) For the purpose of sub-section (1) the head of department of any department of State shall be deemed to be the chief executive of that department.

I, (Appointee's full name) .....

Representing.....

in my capacity as the 16(2) assigned person being responsible for the overall management and control of

.....

do hereby assign all my duties as contemplated in Section 16(2) of the Act to.....

in his/her capacity as .....

and vested with the duty of ensuring the employer complies with the provisions of the Act subject to my control and directions in respect of .....

office/ .....

construction site(s)/all projects under his/her control.

**NOTE : Your attention is drawn to Regulation General Administrative Regulations 5 and Sections 8, 9, 13, 17, 18, 19, 20 and 37 of the Occupational Health and Safety Act No. 85 of 1993**

(Full name of alternate) .....  
will be the Responsible Person in Charge in the Absence of the above Appointee.

**Signature:** .....

**Date:** .....

**Designation:** .....

Kindly confirm your acceptance of this appointment by completing the following:

**ACCEPTANCE OF ASSIGNATION**

I, .....  
hereby accept this assignation and confirm that I am conversant with the requirements of the OHS Act and regulations as amended and agree to carry out the duties as set out for the employer.

**NOTE : Your Attention is Drawn to regulation General Administrative Regulation 5 and Sections 8, 9, 13, 17, 18, 19, 20 and 37 of the Occupational Health and Safety Act No. 85 of 1993, attached hereto.**

**Signature:** .....

**Date:** .....

**Designation:** .....

**ANNEX C (to the H&S Specification)**

**APPOINTMENT OF HEALTH AND SAFETY REPRESENTATIVE IN TERMS OF SECTION 18 OF THE OHSA  
(ACT 85 of 1993)**

(APPOINTEE'S NAME).....

I, (Appointer's full name) .....

being an employee of (name of Contractor's organisation) .....

and, having been appointed as (area of responsibility, e.g. Responsible Person for the construction of X on site Y)

hereby appoint you (Appointee's full name) .....

in terms of Section 17 of the OHSA as the Health and Safety Representative for (area of responsibility)

In terms of this appointment your functions are as follows:

- To represent your employee electorate's interests in terms of occupational health and safety.
- To carry out health and safety inspections of your workplace as designated above prior to each appropriate health and safety committee meeting.
- To serve on the appropriate health and safety committee.
- To bring to the attention of your supervisor any deviations from the safe work procedures any other matters regarding health and safety that come to your attention at any time.

The dates and times of the health and safety committee meetings will be determined by the committee(s). You should attend all meetings of the health and safety committee on which you serve.

You will be required to undergo Health and Safety Representative training in order to ensure that you can complete your tasks successfully.

Your appointment is valid from (start date) ..... to (end date) .....

.....  
Appointer's Signature

.....  
Date

**Kindly confirm your acceptance of this appointment by completing the following:**

**ACCEPTANCE**

I, (Appointee's full name) .....  
understand the implications of the appointment as detailed above and confirm my acceptance.

.....  
Appointee's Signature

.....  
Date

***ANNEX D (to the H&S Specification)***

**ANNEXURE D**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
 (Act No. 85 of 1993)**

Regulation 9 of the General Administrative Regulations  
**Recording and Investigation of Incidents**

**A. RECORDING OF INCIDENT**

1. Name of employer .....
2. Name of affected person .....
3. Identity number of affected person .....
4. Date of incident.....
5. Time of incident .....

6. Part of body affected	Head or neck	Eye	Trunk	Finger	Hand
	Arm	Foot	Leg	Internal	Multiple

7. Effect on person	Sprains or strains	Confusion or wounds	Fractures	Burns	Amputation
	Electric shock	Asphyxiation	Unconsciousness	Poisoning	Occupational Disease

8. Expected period of disablement	0 – 13 days	2 – 4 weeks	> 4 – 16 weeks	> 16 – 52 weeks	> 52 weeks or permanent disablement	Killed

9. Description of occupational disease .....
10. Machine/process involved/type of work performed/exposure<sup>2</sup> .....

11. Was the incident reported to the Compensation Commissioner and the Provincial Director?

Yes	No
-----	----

12. Was the incident reported to the police?<sup>3</sup>

Yes	No
-----	----

13. SAPS office and reference .....

<sup>2</sup> In case of a hazardous chemical substance, indicate substance exposed to.

<sup>3</sup> To be completed in case of a fatal incident



***ANNEX E (to the H&S Specification)***

**E GUIDELINES FOR THE PREPARATION OF A TYPICAL H&S PLAN**

The following information is purely a guideline and is presented in order to give an indication as to what could be included in an H&S plan for a typical project. This information does not form part of the H&S specification for this particular project as it is just a basic outline and it must be adapted and expanded to suit the actual structure of the contractor's organisation and also the specific nature of the project.

**E.1 INTRODUCTION**

Give any background information believed to be relevant to H&S on the project.

Give a brief description of the contents of the H&S plan.

**E.2 SAFETY OBJECTIVES FOR THE PROJECT**

List all goals in terms of safety that should be achieved on this project. Examples could be:

- Training of employees in respect of safety and creation of accountability.
- Creation of a working environment with high safety awareness.
- Avoidance of all accidents.
- Compliance with all legal requirements.

**E.3 ADMINISTRATION**

Some examples of the administration tasks to be performed in terms of the H&S plan could be:

- Notification of the Department of Labour of work to be done once the letter of acceptance has been received and before commencement of construction.
- Assignment of H&S responsibilities by the CEOs.
- Appointment of the construction supervisor for the project.
- Appointment of a safety officer(s) and safety committee(s).
- Compilation of a list of all emergency telephone numbers.
- Keeping of records of site safety statistics.
- Maintenance of an up-to-date project H&S file in which all H&S records are kept.
- Carrying out of monthly safety audits.
- Compilation of the Project H&S File and what will be in it and when and why it will be updated.

**E.4 RISK ASSESSMENTS**

List the various types of work activities to be carried out and set up risk assessment forms for each of these. The outcome from the risk assessment forms must be a set of safe working procedures to ensure safety and protection of health from the hazards identified. This planned set of safe working procedures will then form the basis of staff and visitors' H&S training.

Some standard risk assessment forms and safe work procedures for various construction activities have been developed by SAFCEC and SAFCEC members have access to them from their web site. Additional forms will need to be drawn up for activities not covered by the standard forms.

Details of these risk assessments and all safe work procedures must be attached as Appendices to the H&S plan, however a list of all risk assessments must be given in this section of the H&S plan.

**E.5 TRAINING**

Induction Training (General and job-specific)

- All employees who will work on the site, including sub-contractors' employees, and all visitors to site must undergo H&S induction training and must sign for it and must carry proof that they have received this training.
- Details of job-specific induction training to be carried out.
- Detail aspects in the plan in terms of general, as well as for job-specific training that will be given and how the training will be done.
- On-going Training
- Give details of any additional training (if any) that will be given to employees.



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Some guidelines for "toolbox talks" covering various construction activities have been developed by SAFCEC and SAFCEC members have access to them from their web site. Additional procedures will need to be drawn up for activities not covered by the guidelines.

**E.6 HOUSEKEEPING ON SITE**

State what steps will be taken to minimise H&S risks on site through good housekeeping practice, such as:

- Lighting.
- Ventilation.
- Stacking and storage practices.
- Management of waste products and the removal thereof.
- General tidiness of site.

**E.7 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

State what will be issued to, and worn by site staff, for example:

- Hard hats
- Steel toe safety shoes
- Overalls
- Gloves
- Eye protection

**E.8 FIRST AID**

State that a first aid box/es will be adequately stocked in terms of the OHS requirements. State that an adequately trained (in first aid skills) member of staff in terms will be on site at all times. Describe details of first aid training that will be given (if any).

**E.9 SAFETY AUDITS/ EVALUATIONS**

State how monthly safety audits / evaluations will be done and by whom.

State that the H&S plan will be a "living" document in that it will be improved and updated as when changes occur and as the project progresses.

**E.10 SAFE WORK PROCEDURES**

List all safe work procedures and attach copies of them as Appendices.

**E.11 PROJECT H&S FILE**

Provide a list of contents.

## 6 ENVIRONMENTAL MANAGEMENT PLAN



Western Cape Provincial

Department of Environmental and Cultural Affairs and Sport

### **STANDARD CONSTRUCTION PHASE ENVIRONMENTAL MANAGEMENT PLAN**

For implementation on small or low impact developments approved  
under the Environment Conservation Act (Act 73 of 1989).

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**TERMS AND ABBREVIATIONS**

**Audit** - regular inspection and verification of construction activities for implementation of the **Bund** - enclosure under / around a storage facility to contain any spillage.

**Bund** - enclosure under / around a storage facility to contain any spillage.

**Batch plant** - A concrete or plaster mixing facility and associated equipment and materials.

**Contractor** - the principal persons / company undertaking the construction of the development

**Developer** - The developer is the same person as the applicant.

**Development site** - boundary and extent of development works and infrastructure.

**Engineer** - A person who represents the client and is responsible for the technical and contractual

**ECO** - Environmental Control Officer: - Designation is reserved for suitably qualified independent site environmental managers or authorities officer mainly associated with large and complex developments.

**ESA** - Environmental Site Agent: - Person responsible to applicant tasked with implementing and controlling the environmental requirements during construction. This title is reserved for implementation on small or low impact developments approved by an exemption under the Environment Conservation Act. **The ESA for this contract shall be the Environmental Officer of the Prince Albert Municipality.**

**MANAGEMENT PLAN CONTEXT**

**Introduction**

This document describes mitigation measures and is prescriptive, identifying specific people to undertake specific tasks, in order to ensure that impacts on the environment are minimised during the construction phase.

This Environmental Management Plan (EMP) serves as a basic standard guideline document for use on small or low impact construction development sites to prevent unnecessary environmental impacts. Expansion or adaptation of this management plan may be required in specific circumstances.

**Environmental Site agent**

The environmental site agent (ESA) is the person involved with the development project who is responsible for the implementation of the environmental management plan. This person is, therefore responsible for the environmental issues involved with the construction phase of the project.

At large developments an independent, qualified Environmental Control Officer is normally appointed. For the implementation of this management plan, the appointment of an ESA is required. This person may be someone involved with the project acting on behalf of the applicant (e.g. a farm manager) or may be the applicant. It must, however, be a person with adequate environmental knowledge to understand and implement this management plan. The ESA may not be someone appointed by the contractor, engineer or other party involved with the project. The ESA must report to the applicant only.

The ESA has the authority to stop works if in his opinion there is a serious threat to or impact on the environment caused directly from the construction operations. This authority is to be limited to emergency situations where consultation with the engineer or applicant is not immediately available. In all such work stoppage situations the ESA is to inform the engineer and applicant of the reasons for the stoppage as soon as possible.

Upon failure by the contractor or his employee to show adequate consideration to the environmental aspects of this contract, the ESA may recommend to the engineer to have the contractor's representative or any employee(s) removed from the site or work suspended until the matter is remedied. No extension of time will be considered in the case of such suspensions and all costs will be borne by the contractor.

**Environmental Awareness Training for Site Personnel**

All contractor teams involved in work on the development are to be briefed on their obligations towards environmental controls and methodologies in terms of this EMP prior to work commencing.

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The briefing will usually take the form of an on-site talk and demonstration by the ESA. The education / awareness programme should be aimed at all levels of management within the contractor team. (see "Do's & Don'ts" summary sheet, appendix 1)

**Communication Procedures On Site**

**Site Instruction Entries**

The Site Instruction book entries will be used for the recording of general site instructions as they relate to the works on site. It will also be used for the issuing of stop work orders for the purposes of immediately halting any particular activities of the contractor in lieu of the environmental risk that they may pose.

**ESA Diary Entries**

The purpose of these entries will be to record the comments of the ESA as they relate to activities on the site.

Each of these books must be available in duplicate, with copies for the Engineer and ESA. These books should be available to the authorities for inspection or on request. Contractors meeting minutes must reflect environmental queries, agreed actions and dates of eventual compliance. These minutes form part of the official environmental record.

**Method Statements**

Method statements from the Contractor will be required for specific sensitive actions on request of the authorities or ESA. A method statement forms the base line information on which sensitive area work takes place and is a "live document" in that modifications are negotiated between the Contractor and ESA / Engineer, as circumstances unfold. All method statements will form part of the EMP documentation and are subject to all terms and conditions contained within the EMP main document. (see standard Method statement sheet).

A method statement describes the scope of the intended work in a step by step description in order for the ESA and Engineer to understand the Contractors intentions. This will enable them to assist in devising any mitigation measures, which would minimise environmental impact during these tasks. For each instance wherein it is requested that the Contractor submit a method statement to the satisfaction of the ESA, the format should clearly indicate the following:

- **What** - a brief description of the work to be undertaken;
- **How** - a detailed description of the process of work, methods and materials;
- **Where** - a description/sketch map of the locality of work (if applicable); and
- **When** - the sequencing of actions with due commencement dates and completion date estimates.

The Contractor must submit the method statement before any particular construction activity is due to start. Work may not commence until the method statement has been approved by the ESA.

**Record Keeping**

All records related to the implementation of this management plan (e.g. site instruction book, ESA diary, method statements) must be kept together in an office where it is safe and can be retrieved easily. These records should be kept for two years and should at any time be available for scrutiny by any relevant authorities.

**Photographs**

The contractor shall take photographs of the site prior to, during and immediately after construction as a visual reference. These photographs should be stored with other records related to this EMP.

**Environmental Completion Statement**

An Environmental Completion Statement is a report by the ESA to the relevant authorities stating completion of the project and compliance with the EMP and conditions. This statement replaces the final audit that is normally required for large development projects.

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**STANDARD MANAGEMENT PROGRAMME**

**Fauna and Flora**

Indigenous plants or wild animals (including reptiles, amphibians or birds etc.) may not be damaged or harmed. Vegetation removals as part of the development requirements are excluded.

All incidents of harm to any animal or natural vegetation (apart from the agreed areas) must be reported to the ESA.

**Services**

Care and due cognisance must be taken of existing services, new service routes and service construction methods and restrictions. This aspect is often overlooked causing unnecessary environmental impact and costs.

**Appropriate use of Machinery**

Contractor shall at all times carefully consider what machinery is appropriate to the task while minimising the extent of environmental damage.

**Demarcating and fencing**

In the event that sensitive features are threatened by construction activities, the temporary fencing off of these areas (for individual areas such as trees or rocks) or the construction area (when working in a mainly natural environment) will be done by the Contractor. A two-strand barbed wire fence of approximately 1m high is considered adequate. All fencing and fence placement / positioning must be approved by the ESA on site.

Where the construction area is fenced, all activities including stockpiling must occur within this fenced area. The contractor should be fined and must pay for reinstatement or rehabilitation of damaged areas and features.

Work areas and access routes must be clearly demarcated to minimise environmental impact. Demarcation can take the form of colour coded pegs at least 1 m high. Danger tape may also be used for this purpose. All pegs and tape must be maintained.

**Anti-erosion measures**

The Contractor shall take appropriate and active measures to prevent erosion resulting from his own works, operations and activities as well as stormwater control measures to the satisfaction of the ESA / Engineer. Restoration costs will be for the contractor's account, should these measures not be reasonably implemented. Aspects normally covered in construction contracts in terms of "protection of works" are standard and are not to be billed or confused with any details covered under environmental requirements.

During construction the Contractor shall protect areas susceptible to erosion by installing all the necessary temporary and permanent drainage works as soon as possible. Other measures as may be necessary shall be taken to prevent the surface water from being concentrated in streams and from scouring the slopes, banks or other areas. All such measures must be discussed with and approved by the ESA / Engineer.

Measures can include cut off trenches, straw stabilising, brush packing etc.

A method statement is required from the Contractor prior to site clearing.

**Fuel and Service areas**

Fuels and flammable materials are to be stored in suitably equipped storage areas. These areas shall comply with general fire safety requirements. Impervious materials are to be used in these storage areas to prevent contamination of the ground in the event of spillages or leaks. Quantities of fuels and hazardous materials stored on site should be appropriate to the requirement for these substances on site.

- All vehicles, equipment, fuel and petroleum services and tanks must be maintained in a good condition that prevents leakage and possible contamination of soil or water supplies. The following recommendations should be implemented.
- Refueling areas should be bunded and lined to prevent spilled fuels and oils from contaminating the area. It is suggested that as a minimum that sandbags surround the bulk fuel supply tank, the floor of the area is to be lined with plastic and a layer of sand of approximately 50mm is placed on top of the plastic.

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- The park and service area should be treated with a suitable hydrocarbon absorption or remediation product. Absorbent spill mop-up products need to be on hand - Drizzit and products from Enretech should be investigated for these purposes.
- All servicing must have a drip tray present to prevent accidental spillage of oils and fuels.
- A suitable leak proof container for the storage of oiled equipment (filters, drip tray contents and oil changes etc.) must be established. Fuels and oils must be safely located out of harm's way from the elements and safety and fire prevention must be strictly adhered to. No fuel may be stored within the 1:50 year flood line level. No fuel / oil containers may be left unattended within drainage areas.
- All spills are to be recorded in the ESA diary.

**Concrete works**

Cement powder has a high alkalinity pH rating, which can contaminate and effect both soil and water pH dramatically. A shift in pH can have serious consequences on the functioning of soil and water organisms and plants. The following recommendations must be implemented to minimise impact.

- Cement contaminated water may not enter a natural or man-made (e.g. trench / sloop or dam) water system.

Preventative measures include establishing sumps from where contaminated water can be either treated in situ or removed to an appropriate waste site.

- Mixing areas to be carefully placed in consultation with the Engineer / ESA.
- If possible/appropriate ready mix concrete should be used.
- Cement bags are to be stored securely out of harm's way from the elements (wind and rain).
- Excess or spilled concrete should be confined within the works area and then removed to a waste site.

**Blasting / drilling**

In the event that blasting or rock drilling is required, the following recommendations should be implemented.

The Contractor shall take all necessary precautions to prevent damage to special features and the general environment, which includes the removal of flyrock. Environmental damage caused by blasting / drilling shall be repaired at the Contractors expense to the satisfaction of the ESA and Engineer.

No blasting may be done on Sundays. Adequate warning must be provided prior to all blasting to all site staff and neighbours. All clear signals must also be clearly given.

The Engineer and ESA must be given 24-hour notice before blasting events.

**Fires**

No fires may be allowed outside the construction area and adequate firefighting equipment according to the fire hazard during the construction period must be available on site in good working order (at least one type ABC (all purpose) 12.5 kg extinguisher).

Welding, gas cutting or cutting of metal will only be permitted inside the working areas.

The Contractor shall pay the costs incurred to organisations called to put out any fires started by him. The Contractor shall also pay any costs incurred to reinstate burnt areas as deemed necessary by the Engineer.

**Refuse**

The Contractor shall be responsible for the establishment of a refuse control system that is acceptable to the ESA.

The Contractor shall ensure that waste and surplus food, food packaging and organic waste are not deposited by his employees anywhere on the site except in refuse bins for removal on a daily basis by the Contractor. Refuse bins shall be weather and animal-proof.

The Contractor must transport refuse collected from the working areas from site at least once a week. Refuse must be disposed of at a site approved by the ESA/Engineer.

For the purposes of this document refuse includes discarded construction materials such as steel reinforcing, wooden shuttering and timbers, cement bags, piping etc.

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**Toilets**

The Contractor shall provide suitable sanitary arrangements near his offices and construction sites for his staff. A minimum of one toilet shall be provided per 15 persons at each working area or as stipulated by local authority or other relevant legislation.

Toilets shall be of a neat construction and shall be provided with doors and locks and shall be secured to prevent them blowing over.

Sanitation provision and servicing shall be to the satisfaction of the Engineer. The Contractor shall ensure that toilets are emptied before any builders' holidays.

**Dust Control**

The Contractor is to take appropriate measures to minimise the generation of dust as a result of construction works, to the satisfaction of the ESA. On sandy or very dusty sites, mulched indigenous vegetation which is to be removed from the site and is suitable, can be used as a method of stabilisation and dust control on any cleared or exposed sections of the site. Alternatively, straw stabilisation or watering can be used. Seed bearing invasive vegetation should not be used for this purpose.

**Top material Removal and Stockpiling**

Prior to construction or earthworks commencing on site, top material should be stripped from work sites and separately stockpiled for later use in rehabilitating damaged areas or for landscaping purposes.

**Preparation of Building Material**

All building materials are to be prepared at the batching plant, to enable the effects of cement and other substances, and the resulting effluent to be more easily managed.

**Discharge of construction water**

All cement effluent from mixer washings, and run-off from batching areas and other work areas shall be contained in suitable sedimentation ponds. Sedimentation ponds shall be allowed to dry out on a regular basis to allow for solid material to be removed. This material must be disposed of in a suitable manner, depending on the nature of the material, and to the discretion of the ESA, in consultation with the local authority.

Care must be taken to ensure that no water from the construction site enters the agricultural land adjacent to the site, or the natural watercourses.

**Site Clean Up and Rehabilitation**

The Contractor must ensure that all structures, equipment, materials and facilities used or created on site for or during construction activities are removed once the project has been completed. The construction site shall be cleared, and cleaned to the satisfaction of the ESA.

**Enclosures:**

Annex A – Environmental Awareness Do's and Don'ts

Annex B – Method Statement Sheet

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**BASIC RULES OF CONDUCT**

The following list represents the basic Do's and Don'ts towards environmental awareness, which all participants in this project must consider whilst carrying out their tasks. These are not exhaustive and serve as a quick reference aid.

**NOTE: ALL new site personnel must attend an environmental awareness presentation. Please inform your foreman or manager if you have not attended such a presentation or contact the ESA.**

**DO:**

- USE THE TOILET FACILITIES PROVIDED – REPORT DIRTY OR FULL FACILITIES
- CLEAR YOUR WORK AREAS OF LITTER AND BUILDING RUBBISH AT THE END OF EACH DAY – use the waste bins provided and ensure that litter will not blow away.
- REPORT ALL FUEL OR OIL SPILLS IMMEDIATELY & STOP THE SPILL CONTINUING.
- DISPOSE OF CIGARETTES AND MATCHES CAREFULLY. (Littering is an offence.)
- CONFINE WORK AND STORAGE OF EQUIPMENT TO WITHIN THE IMMEDIATE WORK AREA.
- USE ALL SAFETY EQUIPMENT AND COMPLY WITH ALL SAFETY PROCEDURES.
- PREVENT CONTAMINATION OR POLLUTION OF STREAMS AND WATER CHANNELS.
- ENSURE A WORKING FIRE EXTINGUISHER IS IMMEDIATELY AT HAND IF ANY "HOT WORK" IS UNDERTAKEN e.g. Welding, grinding, gas cutting etc.
- REPORT ANY INJURY OF AN ANIMAL.
- DRIVE ON DESIGNATED ROUTES ONLY.
- PREVENT EXCESSIVE DUST AND NOISE.

**DO NOT:**

- REMOVE OR DAMAGE VEGETATION WITHOUT DIRECT INSTRUCTION.
- MAKE ANY FIRES.
- INJURE, TRAP, FEED OR HARM ANY ANIMALS – this includes birds, frogs, snakes, lizards etc.
- ENTER ANY FENCED OFF OR MARKED AREA.
- ALLOW CEMENT OR CEMENT BAGS TO BLOW AROUND.
- SPEED OR DRIVE RECKLESSLY
- ALLOW WASTE, LITTER, OILS OR FOREIGN MATERIALS INTO THE STREAM
- SWIM IN THE DAM.
- LITTER OR LEAVE FOOD LAYING AROUND

**Notes:**

1. Should any animals such as tortoises, chameleons or snakes be encountered then do not harm them. The ESSO or RE should be contacted to remove these safely. The harming of any animal will result in disciplinary action.
2. Construction and heavy machine operators must be particularly sensitive to staying within access routes and prevention of unnecessary damage. Dust and noise is also of particular concern. Ensure that vehicles and machinery do not leak fuel or oils. Refueling or maintenance must be done within the maintenance camp area only.

3. Alien plant clearing and control work teams must be closely supervised.

**BASIESE GEDRAGSKODES**

Die volgende lys verteenwoordig die Moets en Moenies vir omgewingsbewustheid wat alle deelnemers aan hierdie projek in ag moet neem tydens die uitvoer van hul take. Hierdie lys is nie volledig nie en dien slegs as 'n vinnige verwysing.

**NOTA: ALLE nuwe terreinpersoneel** moet 'n aanbieding ten opsigte van omgewingsbewustheid bywoon. Indien u nog nie so 'n aanbieding bygewoon het nie, lig asseblief u voorman of bestuurder in of kontak die Omgewings Terreinbeampte.

**MOETS:**

- GEBRUIK DIE BESKIKBARE TOILET-GERIEWE – RAPPOORTEER VUIL OF VOL GERIEWE.
- MAAK U WERKPLEK SKOON VAN ROMMEL OF BOUROMMEL AAN DIE EINDE VAN ELKE DAG – gebruik beskikbare vullisdromme en verseker dat rommel nie rondwaai nie.
- RAPPOORTEER ALLE BRANDSTOF- EN OLIE STORTINGS ONMIDDELLIK – STOP VERDERE STORTING.
- WEES VERSIGTIG MET DIE WEGDOEN VAN SIGARETTE EN VUURHOUTJIES. (rommelstrooi is 'n oortreding.)
- BEPERK WERKAKTIWITEITE EN DIE STOOR VAN TOERUSTING TOT DIE ONMIDDELLIKE WERKAREA.
- GEBRUIK VEILIGHEIDSTOERUSTING EN VOLDOEN AAN ALLE VEILIGHEIDSMATREËLS.
- VOORKOM BESOEDELING VAN STROME EN WATERBANE
- VERSEKER DAT 'N BRANDBLUSSEER IN WERKENDE TOESTAND BYDERHAND IS WANNEER "WARM" WERK VERRIG WORD bv. Sweis, wegslyp, gasny, ens.
- RAPPOORTEER BESEERDE DIERE.
- RY SLEGS OP AANGEWEESE ROETES.
- VOORKOM OORMATIGE STOF EN GERAAS.

**MOENIE:**

- PLANTEGROEI VERWYDER OF BESKADIG SONDER DIREKTE INSTRUKSIE NIE.
- ENIGE VURE MAAK NIE.
- ENIGE DIERE DOOD, BESEER, VANG OF VOER NIE, insluitende voëls, paddas, slange, akkedisse, ens.
- ENIGE OMHEINDE OF AFGESPERDE AREAS BINNETREE NIE.
- SEMENT OF SEMENTSAKKE LAAT RONDWAAI NIE.
- VINNIG OF ROEKELOOS BESTUUR NIE.
- ENIGE ROMMEL, AFVAL, OLIE OR ENIGE VREEMDE MATERIAAL IN STROME LAAT BELAND NIE.
- IN DIE DAM SWEM NIE.
- ROMMELSTROOI OF KOS LAAT RONDLÊ NIE.

**Notas:**

1. Indien enige diere soos skilpaaie, verkleurmannetjies of slange teëgekomp word, moet hulle nie beseer of dood nie. Kontak die



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- OTB of RI om hulle veilig te verwyder. Die besering van diere sal lei tot dissiplinêre optrede.
- Operateurs van konstruksie- en swaar masjiene moet veral versigtig wees om binne toegangsroetes te bly en om enige onnodige skade te voorkom. Verseker dat voertuie en masjiene nie olie of brandstof lek nie. Brandstofaanvulling en voertuigonderhoud mag slegs binne die onderhoudsarea gedoen word.
  - Streng toesig moet gehou word oor indringerplantbeheerspanne.

**EZIPPHAMBILI EKUNYANZELEKILEYO UKUBA ZENZIWE**

Zonke ezi zinto zilandelayo zizinto ekufuneka zenziwe nekufuneka zingenziwanga.  
Wonke umntu ofikayo kufuncka afundiswe ngemigaqo kupala. Needa yazisa iforman yakho ikuba awukhange uye kufundiswa.

**IZINTO EMAZENZIWE**

- SEBENZISA IZINDLU ZANGASESE, YAZISA XA KUKHO UMONAKALO.
- ZAMA UKUCOCA APHO UBUSEBENZA KHONA.
- SEBENZISA IMIGQOMO YENKUKUMA UNGAYEKI IPHAPHTIEKE.
- YAZISA XA UBONA IOIL ECHITHSKALAYO OKANYE IPETROL.
- CIMA LOZOLI CIGARETTE XA UGQIBIBILE UKUTSHAYA
- ZONKE IZIXHOBO USEBENZA ZIBUYISELE APHO ZIHLAKA KHONA XA UCGIBILE APHO ZIHLALA KHONA XA UGQIBILE UKUZISEBENZISA.
- ZISEBENZISE IZIKHUSELIXA UZINKIWE.
- SUKUGALELA IZINTO EMLANJENI.
- MASIBEKHO ISICIMA MLILO XAUSEBENZA NGOMLILO.
- YAZISA MSINYANE XA UBONE ISILWANYANA EZONZAKELEYO.
- XAUQHUBA ISITHUTHI HAMBA ENDLELENI QHA UNGAFATHULINJE.
- NAPHINA ZAMAUNGENZI THULI OKANYE INGXOLO XA USEBENZA.

**EMAZINGENZIWA**

- SUKUSUSA NESIPHINA ISITYALO UNGAKHANGE UXELELWE
- SUKWENZA MLILO NOKUBA SEKUBANDA
- AMAGQARA UKUBULALA IZILWANYANA NOKUZIFIDA AKUVUMELEKANGA
- SUKUNGENA XA KUVALIWE NGAPHANDLE KWE MVUME
- INGXOWA ZESAMENTE MAZINCEDWE ZINGAL AHLWA NJE
- SUKUQHUBA NGESANTYA ESIPHAKAMILEYO
- SUKUGALELE NAYIPHI INTO PHAYA EMLANJENI
- SUKUQUBHA EDAMENI Q OQOSHA YONK INKUKUMA

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**Method statement sheet**

**ENVIRONMENTAL METHOD STATEMENT**

(If the space provided is insufficient then attach additional sheets)

WHAT:	Subject of M/Statement			
WHO:	Site Foreman/contact person:			
	Submitted to (e.g. ESA):		Approved by:	
	Date Submitted on:		Date Approved:	
WHEN:	Date works start		Date works complete	
	Rehabilitation period:		Programme restrictions (critical path, season restrictions etc.)	
	Split work Phasing:	Item	start date	end date
	Phase 1			
	Phase 2			
WHERE	Area of works – submit plan or sketch if appropriate – stockpile, detention ponds, boundaries / restriction of works, special features or mitigation works landscape specials etc.:			
HOW:	Route/site layout pegged:	Date available to inspect		Inspection persons required:
	Landscape concerns: (Specify items not covered in EMP. Refer to EMP items if required.)			
	Existing features & services affected (e.g. paths, curbing, irrigation etc.)			
	Trees (protection or removal methods).			
	Special vegetation			
	Reinstatement methods			
	Maintenance			
	Restricted areas			

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HOW	General Environmental: (specify items not covered in EMP. Refer to EMP items if required.)
(cont.)	Access:
	Machinery:
	Earthworks & dust control:
	Concrete works:
	Storm-water control:
	Stockpiles:
	Refuse/rubble:
	Water quality – pumping, source & discharge points, settlement, filtration, duration etc.:
	Hydrocarbon control measures:
	I&AP notifications:
	Fire/emergency contingencies:
Special conditions / mitigation measures (e.g. stream crossings, live sewer proximity etc.):	
Comments:	

## Part 6: Site Information

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### 6.1 Scope

Refer to Section 3.1 and Bill of Quantities.

### 6.2 Location of the Works

The site is situated in Ceres.

### 6.3 Access to Site

Accesses to the sites are via the existing trunk roads and other service roads. The Contractor shall make his own arrangements with the authorities and private parties to get access to the possible fenced-in sites of which the gates are normally locked.

### 6.4 Topography

All the sites have relatively gradual slopes.

### 6.5 Climate

The general weather conditions are typical of that in the Western Cape area. Rainfall data is presented in Clause 5.12.2.2 of the Contract Data. Rainfall data was obtained from the Directorate Weather Bureau for Rainfall Station 0048043 Prince Albert TNK.

## Site Locality Plan



## Part 7: Reference Drawings bound into Tender Document

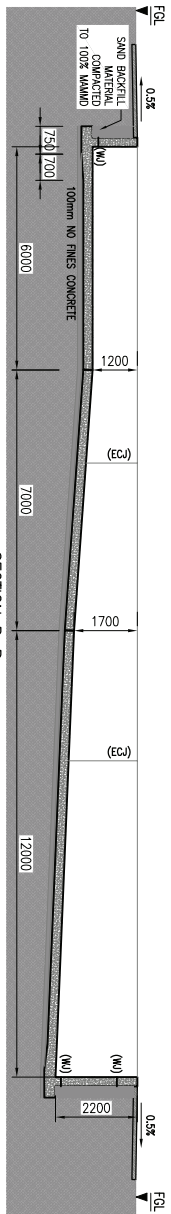
---

The following standard drawings are applicable to the Contract and are bind as part of this Contract Document.

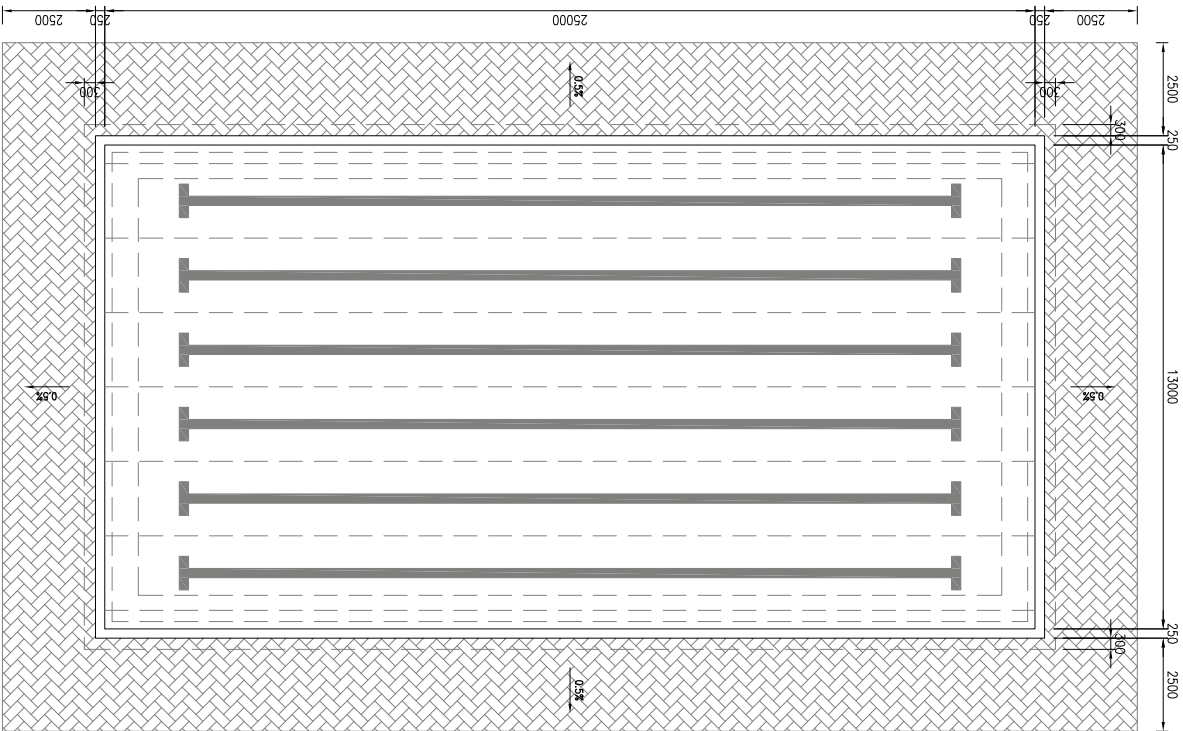
DRAWING TITLE	DRAWING NO.
General Layout	W01.CPT.000212-100

The following drawings are also applicable to the Contract and are issued with the tender document and will form part of the Contract Document.

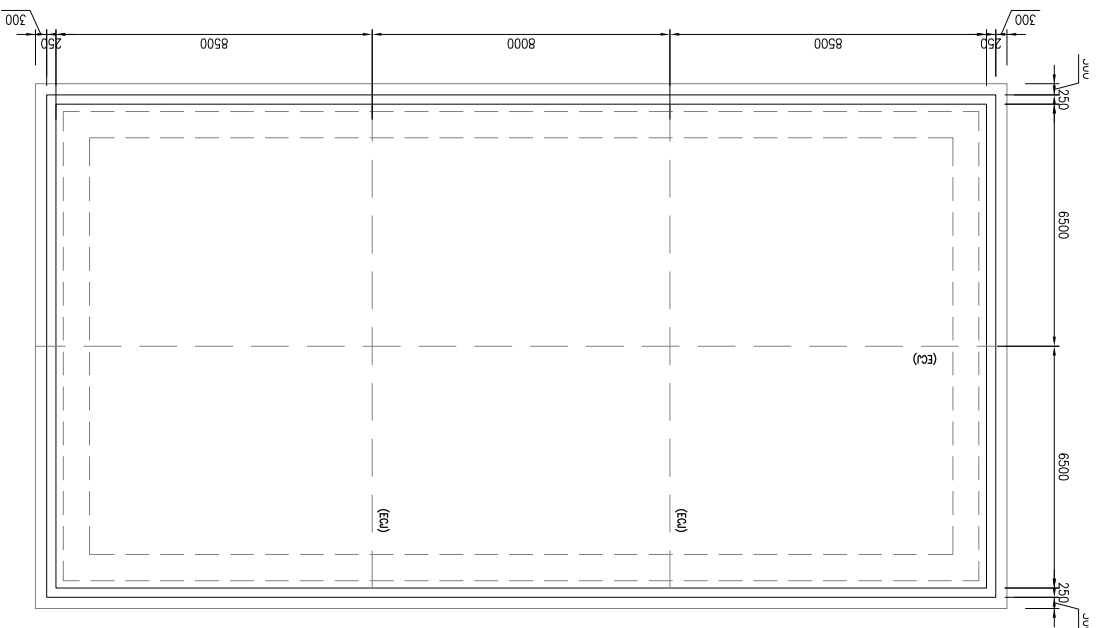
DRAWING TITLE	DRAWING NO.



SECTION B-B  
SCALE 1:100



PLAN VIEW OF 25 x 13 m POOL (SHOWING MARKING LANES)  
SCALE 1:100



PLAN VIEW OF 25 x 13 m POOL: SETTING OUT DETAIL  
SCALE 1:100

DRG. No. REFERENCE DRAWINGS

REV	DESCRIPTION	DATE	BY	CHKD
A	ISSUED FOR INFORMATION	AUG 16	GAJ	TR

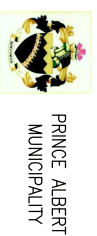
DESIGNED	DATE
J.P.	

DRAWN	DATE
GAJ	

CHECKED	DATE
L.H.	

DESIGNED  
POOL PRINCIPAL:  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CHECKED BY:  
JOHAN PETERSE



CLIENT  
PRINCE ALBERT MUNICIPALITY

PROJECT/DRAWING TITLE  
**HALF OLYMPIC SIZE SWIMMING POOL**  
GENERAL LAYOUT

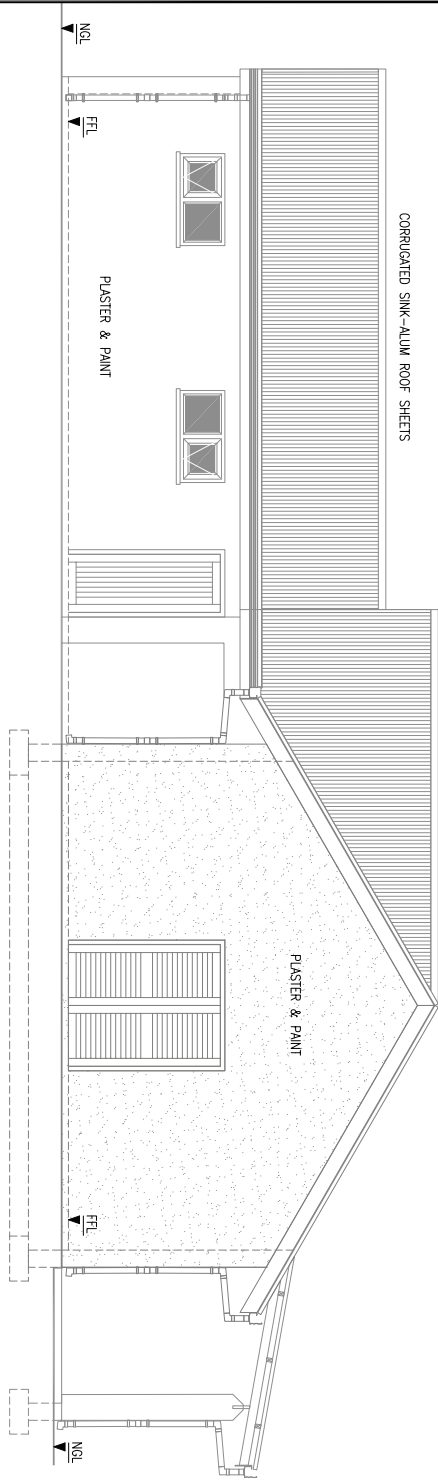
SCALE	SHEET
1 : 100	3 OF 3

CONTRACT No.	PROJECT No.
51/2016	.....

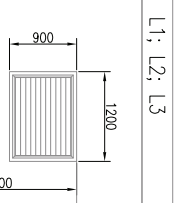
DRAWING No. 51/2016\_DWG-003  
REV



CORRUGATED SINK-ALUM ROOF SHEETS

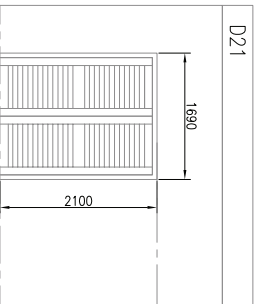


EAST ELEVATION  
SCALE 1:50



L1, L2, L3

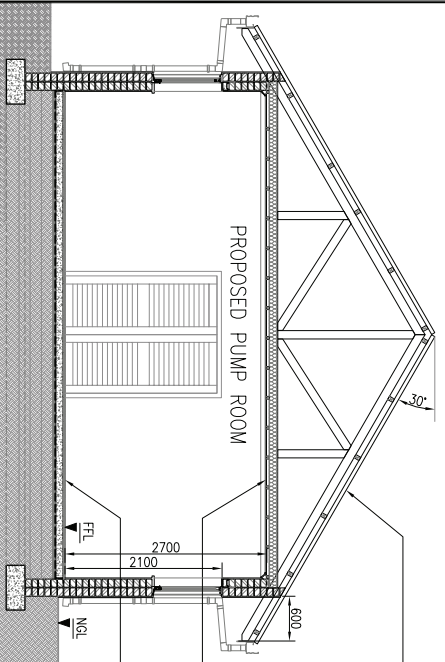
Nr. OF LOUVERES	03
ALUMINIUM FRAME COLOUR	WHITE
PLANT ROOM:	x3



D21

Nr. OF LOUVERES	01
TIMBER DOOR WITH LOUVERES	
COLOUR:	DARK STAINED
PLANT ROOM:	x1

DWC No.		REFERENCE DRAWINGS									
<table border="1"> <thead> <tr> <th>REV</th> <th>ISSUED FOR INFORMATION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>ISSUED FOR INFORMATION</td> <td>AUG '16</td> <td>DLT</td> </tr> </tbody> </table>				REV	ISSUED FOR INFORMATION	DATE	BY	A	ISSUED FOR INFORMATION	AUG '16	DLT
REV	ISSUED FOR INFORMATION	DATE	BY								
A	ISSUED FOR INFORMATION	AUG '16	DLT								
DESIGNED	J.P.	CHECKED	J.H.								
DRAWN	G.M.										
APPROVED											
PROJ. PRINCIPAL:											
SIGNATURE:											
DATE:											

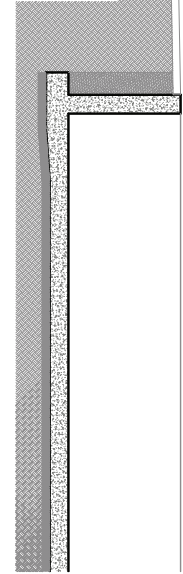



SECTION A-A  
SCALE 1:50

ROOF CONSTRUCTION:  
CORRUGATED SINK-ALUM ROOF SHEETS @ 30° PITCH ON 76 x 50 mm SA PINE PURLINS @ MAX. 1140 mm C/C ON S/SALATION 410 ON PREFABRICATED ROOF TRUSSES @ MAX. 1000 mm C/C FIXED TO WALLPLATE WITH 40 mm HOOPRON, BUILT INTO WALL ABOUT 6-8 BRICK-COURSES. ISOVER 135 mm 'AEROLITE' R VALUE 3.35 INSULATION IN ROOF SPACE

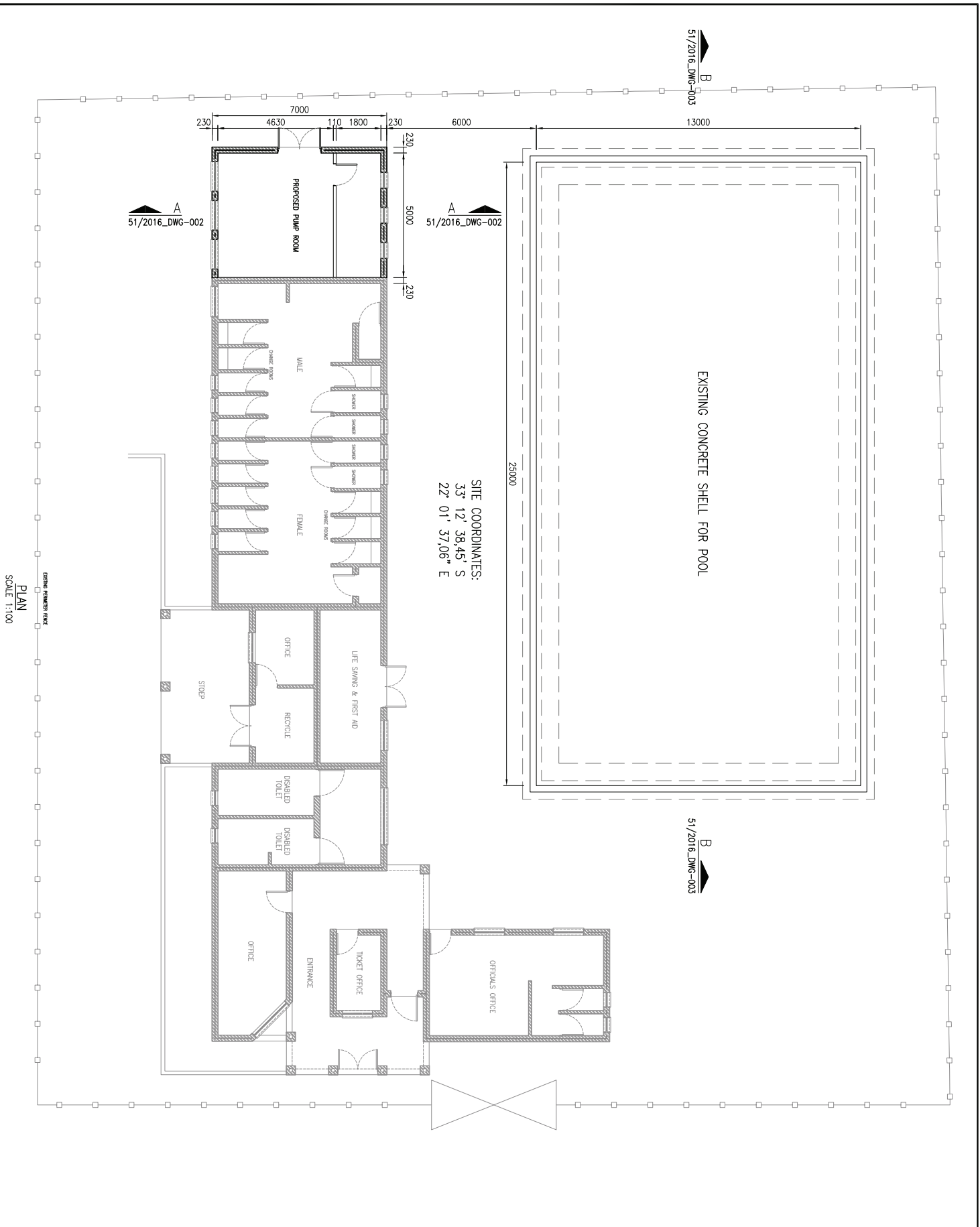
CEILING:  
6.4 mm RHINO BOARD CEILING BOARDS ON 38 x 38 mm SA PINE BRANDING @ 350 mm C/C FIXED DIRECTLY TO UNDERSIDE OF THE BEAM.

FLOOR CONSTRUCTION:  
6.4 mm SAND-CEMENT SPEED ON 100 mm CONCRETE SURFACE FINISH ON 250 MICRON DPC MEMBRANE ON 30 mm SANDED ON WELL COMPACTED EARTH FILL IN LAYERS OF 150 mm.



<p>CLIENT</p>  <p>PRINCE ALBERT MUNICIPALITY</p>	
<p>CHECKED BY: JOHAN PETERSE</p>	
<p>PROJECT/DRAWING TITLE</p> <p>HALF OLYMPIC SIZE SWIMMING POOL</p>	
<p>SECTION &amp; ELEVATION</p>	
<p>SCALE</p> <p>1 : 50</p> <p>CONTRACT No.</p> <p>51/2016</p>	<p>SHEET</p> <p>2 OF 3</p> <p>PROJECT No.</p> <p>.....</p>
<p>DRAWING No.</p> <p>51/2016_DWG-002</p>	<p>REV</p> <p>A</p>





EXISTING FRAMEWORK FENCE  
**PLAN**  
 SCALE: 1:100

Dwg. No.: REFERENCE DRAWINGS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>AUT. 1st</th> <th>DATE</th> <th>DATE</th> <th>BY</th> </tr> <tr> <td>A</td> <td>ISSUED FOR INFORMATION</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGNED</td> <td>T.P.</td> <td></td> </tr> <tr> <td>DRAWN</td> <td>G.A.T.</td> <td></td> </tr> <tr> <td>CHECKED</td> <td>L.H.</td> <td></td> </tr> </table> <p>GENERATOR:                  POOL PRINCIPAL:                  SIGNATURE: _____ DATE: _____</p>	REV	DESCRIPTION	AUT. 1st	DATE	DATE	BY	A	ISSUED FOR INFORMATION					DESIGNED	T.P.		DRAWN	G.A.T.		CHECKED	L.H.		CHECKED BY: JOHAN PIETERSE	CLIENT: PRINCE ALBERT MUNICIPALITY
REV	DESCRIPTION	AUT. 1st	DATE	DATE	BY																			
A	ISSUED FOR INFORMATION																							
DESIGNED	T.P.																							
DRAWN	G.A.T.																							
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PROJECT/DRAWING TITLE <b>HALF OLYMPIC                  SIZE SWIMMING                  POOL</b> GENERAL LAYOUT																								
SCALE: 1 : 100		SHEET: 1 OF 3																						
CONTRACT No.: 51/2016		PROJECT No.: .....																						
DRAWING No.: 51/2016_DWG-001		REV: 																						