


<b>TASK ORDER</b>   <b>agriculture, land reform &amp; rural development</b> Department: Agriculture, Land Reform and Rural Development REPUBLIC OF SOUTH AFRICA		<b>DEPARTMENT OF AGRICULTURE          LAND REFORM AND RURAL          DEVELOPMENT</b>	
		<b>Invitation for:</b>  <b>APPOINTMENT OF A CONTRACTOR          FOR SUPPLY, DELIVERY, AND          INSTALLATION OF 1.6KM BOUNDARY          FENCE AT NDULI PIGGERY IN CERES,          SITUATED IN THE WITZENBERG          LOCAL MUNICIPALITY IN THE          WESTERN CAPE PROVINCE</b>	
<b>Contract No.</b>  <b>SSC WC Q24          (2022/2023) DALRRD</b>		<b>Task Order No.</b>	
<b>CLOSING DATE AND TIME OF THE TASK ORDER:</b>  <b>CLOSING DATE: 24 February 2023</b> <b>CLOSING TIME: 11H00</b> <b>ADDRESS: Provincial Shared Service Centre: Department of Agriculture, Land Reform and Rural Development</b> <b>14 Long Street</b> <b>Cape Town</b> <b>8000</b>  <b>Ground Floor Tender Box</b> <b>For Att.: DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT SERVICES,</b> <b>DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT</b>  <b>NB: A Compulsory Tender Clarification Meeting <u>WILL BE</u> held for this project as detailed below:</b>  <b>Date: 13 February 2023</b> <b>Venue: Witzenberg Municipality Technical Offices</b> <b>Corner of Voortrekker Road and Lyell Street</b> <b>CERES</b> <b>Western Cape</b> <b>GPS co-ordinates: -33.37047; 19.30762</b> <b>Time: 10H00</b>			
<b>Unit Name: Rural Development</b>			
<b>Authorisation:</b>  <b>Name: Mpho Mudau</b>		<b>Tel</b> 021 409 0551	
		<b>Email</b> Mpho.Mudau@dalrrd.gov.za	

## 1. SCOPE OF WORK

### 1.1 DESCRIPTION OF THE WORKS

#### 1.1.1 Location

The construction site is situated next to the R46 road in Nduli Township, Ceres, approximately 110 km from Cape Town. The project will be implemented at the Nduli Piggery. GPS Coordinate of the possible site camp: 33°21'09.9"S; 19°20'56.5"E

#### 1.1.2 Description of the Works

The Scope of work for the project include the following:

### 1.2 DETAILS OF CONTRACT

1.2.1 The scope of work entails the construction of 1.6 km fence which is:

1.6m high above ground level fencing with Anchor and corner posts of 2.1 m x 120 – 140 mm diameter Creosote standards (Class 3) bearing the SABS mark to be placed 500 mm and 1.6 m high droppers every 4 m along with I-Beam Iron Standards of 1850 mm as illustrated in Drawing 001. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

1.2.2 All material to be supplied and delivered to site by contractor. It is the contractor's responsibility to ensure the correct material is delivered and measures are taken to safeguard it until the project is handed over.

1.2.3 Where the tendered distances are longer than the actual/required distance on site, the contractor must not exceed the tender amount prior to receiving authorization in the form of a variation order. Only work that has been completed will be paid for and any fencing that has been installed over the order amount will not be paid for unless prior written permission has been obtained to exceed the order amount.

1.2.4 The tendered rate shall be in full compensation for erecting new fence line complete including amongst others the removal of trees, stones, and other obstructions and the disposal of all waste material as directed by client.

1.2.5 The supply and erection of all required fencing material including gates, all required wire, all posts and concrete.

1.2.6 Surplus material will be retained by the department, and should any surplus material be taken by the contractor or material not supplied; payment will be made based on what has actually been used to erect the fence. All material must be checked by a departmental representative prior to erection.

1.2.7 The tenderer should have a **minimum CIDB grading of Level 1SQ**.

## 2. FENCE SPECIFICATIONS

Scope of work:

Clearing of plant material, dismantling of the existing fence and construction of a new fence.

Clearing of plant material:

- Clearing of vegetation 1 m wide (i.e. 0.5 m on either both sides of the fence). Clearing of vegetation must be done prior to the construction of the new fence.
- All plant material must be removed from the fence and stacked to the beneficiary's satisfaction.

Construction of a new fence:

- The new fence will follow the alignment as shown in the drawing below along with the positions of the two gates.



- All waste material from the construction of the new fence must be dumped at the designated site.
- The approximate length of new fence to be constructed = 1600 m
- Two gates are to be installed

Specifications:

Gate posts:

- 2.4 m Creosote posts bearing the SABS-mark.
- **Minimum diameter of 120 mm on the thin end.**
- **Thick end of the post to be at the bottom of the hole.**
- All gate posts must be cast in concrete.
- Straining posts at gates must be anchored with a single box anchor.

### Straining posts:

- 2.1 m Creosote posts bearing the SABS-mark.
- **Minimum diameter of 100 mm on the thin end.**
- Straining posts must be installed on both sides of a river or stream crossing or where there is a change in the horizontal or vertical alignment of the fence.
- All straining and corner posts must be anchored with a box anchor.
- Straining posts in a straight line must be anchored with a single box anchor, and straining posts at corners must be anchored with a double box anchor.
- The support post at the top of the box anchor must be of the same diameter and length as the standards which have been used in that particular fence.
- The support post must be tied to the straining posts with anchor wire.
- All box anchors must be braced with a wire rod made from anchor wire.
- All straining and corner posts must be cast in concrete.
- The length of the straining post minus the height of the fence equals to the depth of the hole.
- The bottom of the straining post must be covered in a 10 cm layer of well compacted soil.
- The rest of the hole must be filled up with concrete and hand vibrated.
- There must be a minimum cover of 10 cm of concrete around the post.
- A concrete mix of 50 kg cement to 90 litres sand to 140 litres stone or 1 part cement to 2,75 parts sand to 4,25 parts stone must be used.
- In dry soils, put at least 2 litres of water in the hole before casting of the concrete to minimize the movement of moisture from the concrete into the soil.
- Put water on the newly cast concrete three times a day for the next three days as part of the curing process.
- No loads must be placed on the straining post within five days after the casting of the concrete.

### Box Standards and Horizontal Gate posts:

- 2.1 m Creosote posts bearing the SABS-mark.
- **Minimum diameter of 100 mm on the thin end.**
- **Thick end of the post to be at the bottom of the hole.**
- Backfill with in-situ material in layers.
- Each layer must be well compacted using a digging bar (“koevoet”).
- The length of the standard minus the height of the fence equals to the depth of the hole.  
Notches must be cut into the standards just deep and wide enough that the strands fit into it.
- The bottom notch should be 70 cm from the ground level up and the distance between the strands are depicted in Drawing No. 001.

### Droppers:

- 1.6 m steel droppers bearing the SABS-mark.
- **Minimum diameter of 30 mm on the thin end.**
- A total of four (4) droppers between standards.

- The droppers should be placed on top of the ground to allow the strands to follow the ground surface and to not allow the strands to form a straight line between the standards.

#### Gates:

- 2 x 3 m wide by 1,5 m high heavy-duty hot dipped galvanized gate.
- All gates to be hung to a gate post which is anchored with a box anchor.
- All gates to be closed by means of a proper closing mechanism and not with a wire.

#### Wires:

- Must make use of fully galvanized wire (yellow label).
- Anchor Wire with a diameter of 4 mm must be used.
- Barbed Wire: 2 x 1.57 mm diameter double barbed wire (Motto) or similar.
- Plain wire – 2.24mm diameter high-tension wire must be used.
- Strands must be bind with 2.50 mm diameter binding wire to standards and droppers
- Strands must be looped twice around straining, corner and gate posts and tied securely.
- The tension in each wire must be approximately 2,0 kN on a cold day and 1,5 kN on a hot day after the droppers have been secured.

#### Down anchors:

- It can either be a I-section which is driven into soil or heavy rock which you use to pull down the strands to get the desired spacing between the bottom strand and the ground level or to keep standards down when they are planted in lower laying areas.
- The down anchor wire must be twisted around each of the strands and tightly secured to the anchor.

#### Please note:

- No posts may be shortened by cutting it without prior approval from the technical advisor.

### **3 HEALTH & SAFETY**

- 3.1 The Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract. The Contractor shall comply with the Particular Specification for Occupational Health and Safety. All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include safety and protective clothing; sound scaffolding; falsework and bracing; ladders etc. all equipment, tools, offloading, and safety equipment are to be in a safe operating condition and all necessary safety procedures are to be adopted where appropriate.
- 3.2 The Contractor shall, in preparation of his Health and Safety Plan, familiarise him/herself with emergency services in the location of the Works and with the

local infrastructure, e.g. clinics, hospitals, police services, ambulance services, fire protection services and disaster management centres, to such extent that he/she is conversant with these, should the need arise.

Telephone numbers of all emergency services to be permanently displayed at the site camp, in a convenient and prominent position, wherever possible, close to a telephone.

3.3 Should the Contractor at any stage in execution of the Works:

- a) fail to implement or maintain his health and safety plan.
- b) execute construction work which is not in accordance with his health and safety plan; or
- (c) act in any way which may pose a threat to the health and safety of persons,

the project manager will, by written order, suspend the progress of the Works. The Contractor during such suspension, shall properly protect the Works so far as is necessary.

3.4 The Contractor shall provide proof of his registration and good standing with the Compensation Fund, or with a licensed compensation insurer, prior to commencement with the Works.

3.5 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, in compliance with the Act and the Regulations, which shall be applied from the date of commencement of and for the duration of execution of the Works.

3.6 A first aid kit is required on site.

## **4 INSURANCE**

4.1 The successful bidder shall be required to provide the following insurances on award of the contract: -

- 4.1.1 Registration with the Compensation Commissioner and compliance with the Compensation for Occupational Injuries and Disease Act about insurance.
- 4.1.2 Insurance against damage, destruction or loss caused by fire.
- 4.1.3 Public liability insurance

## **5 PERIOD FOR COMPLETION OF WORKS**

The above works must reach practical completion within the period of **2 months**. It is therefore the contractor's responsibility to ensure that this will be achieved, failing which penalties at a rate of **R1000.00 per calendar day** which the contractor falls behind, will be charged until such time that works

are completed.

## **6 DETAILS OF THE WORKS**

### **6.1 Brief description of works**

A brief detail of the works for which this specification is applicable is as follows:

#### Site Clearance

There is grass and shrubs and trees to be removed and disposed as directed by project manager. Clearing the line shall include the removal of all trees, shrubs, stumps, isolated boulders or stones and other obstructions, which will interfere with the construction of the fence

#### Setting Out

Trenching must be according to the topography and position of fence line.

### **6.2 Project Approach**

The successful Bidder will be responsible for the full spectrum of supply, delivery, construction, and defects attendance services. The Employer will appoint a technical representative to monitor construction progress and quality. A defects liability period of 12 months and latent defect liability period of 12 months will be applicable on this project.

## **7. ENGINEERING**

### **7.1 Construction program**

7.1.1 The submission of a construction programme as stated per Clause 5.6 of the General Conditions of Contract (2015) is compulsory.

7.1.2 Before any work is to be commenced on the site (within a period as stated in Clause 5.6.1 of the General Conditions of Contract), the Contractor must submit a detailed project programme for the construction of the Works to the project manager for his/her approval.

7.1.3 In preparation of the construction programme the Contractor must liaise with the project manager, and the programme must consider the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the Works and the planned time thereof must, with the Contract Period as time basis, be shown.

7.1.4 Rainfall conditions will be taken as abnormal when the average rainfall, as shown in Clause 8.9, is exceeded and the contractor must then apply in

writing for extension of the contract period using Clause 5.12.2.2 of the General Conditions of Contract.

- 7.1.5 The Bidder is required to state in the BOQ summary page the time in which he/she is prepared to undertake and complete the works within the contract duration of 2 months.
- 7.1.6 The Contractor shall submit to the project manager a realistic, detailed programme not later than 14 days after receipt of the Letter of Acceptance. The programme shall be in bar-chart format showing in detail how the Contractor proposes to complete the work covered by this contract by the Due Completion Date.
- 7.1.7 The programme shall be kept up to date. If a Contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works before the Due Completion Date.
- 7.1.8 The approval of any programme by the Employers Agent shall have no contractual significance, other than satisfying the Employers Agent that the Work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. The Employers Agent will have the right to instruct the Contractor to revise the programme if necessitated by circumstances.

## **7.2 Site Facilities Available**

None

## **7.3 Site Establishment**

- 7.3.1 The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.
- 7.3.2 The chosen site shall be subject to the approval of the Employers Agent and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.
- 7.3.3 The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.



## **7.4 Water Supplies**

The Contractor must make his own arrangements for provision of fresh water on site for domestic and construction purposes.

- 7.4.1 The rates on the bid for the relevant items in the Bill of Quantities shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary.

## **7.5 Power Supply**

- 7.5.1 The Contractor must make his own arrangements for the provision of electricity on site. The rates on the bid for the relevant items in the Bill of Quantities shall include all costs for the establishment and maintenance of a power supply to the works.

## **7.6 Security**

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

## **7.7 Ablution and Sanitary Facilities**

- 7.7.1 The Contractor shall erect and maintain on sites proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works remove it from the sites.

## **7.8 Management and Disposal of Water**

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

## **7.9 Rainfall Figures**

The following link shall be used to determine the number of days regarded as a fair estimate for anticipated and allowed for under normal climatic conditions. Delays exceeding the specified amounts would be regarded as inclement weather as this could prevent or disrupt critical work.

**Source of information:** National Weather Bureau or [Ceres, South Africa - Climate & Monthly weather forecast \(weather-atlas.com\)](https://www.ceres.org.za/Climate-Monthly-weather-forecast-weather-atlas.com)

When claiming for inclement weather in terms of Clause 5.12 of the GCC 2015, the Contractor should source and populate the information in the table below as part of evidence.

**Rainfall station:** Not provided (Contractor to source rainfall figures)  
**Period:** To be provided by Contractor

Rainfall station:					
Period:					
Month	$\overline{N}_n$	$\overline{R}_n$	Month	$\overline{N}_n$	$\overline{R}_n$
January			July		
February			August		
March			September		
April			October		
May			November		
June			December		
<b>Annual average:</b>					

$\overline{N}_n$  = Average amount of days on which a rainfall of 10 mm or more has been recorded

$\overline{R}_n$  = Average monthly rainfall in mm

The contractor should agree with the Employers Agent on the rainfall station to be used for rainfall data. All the collected rainfall data must be shared with the Employers Agent.

## 7.10 Security Clearance of Personnel

7.10.1 Bidders to note that the Department of Agriculture, Land Reform and Rural Development may require that Security Clearance investigations be conducted on any number of the Bidder's personnel.

7.10.2 If required by the Department of Agriculture, Land Reform and Rural Development, the Bidder must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

7.10.3 The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

## 7.11 Health and Safety

7.11.1 The bidder must ensure that an Occupational Health and safety file is submitted to the Employer. The Bidder must always comply with the requirements of the OHS Act amongst other:

- (a) Bidder must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
  - (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules;
  - (iv) use any personal protective equipment or clothing issued by their Employer;
- (c) Report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.

## **7.12 Deviation from Construction Programme**

7.12.1 The construction programme submitted shall be kept up to date. If a Contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works before the Due Completion Date.

7.12.2 The approval of any programme by the Employers Agent shall have no contractual significance, other than satisfying the Employers Agent that the Work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. The Employers Agent will have the right to instruct the Contractor to revise the programme if necessitated by circumstances.

### **C3.2.15 LIST OF DRAWINGS**

The following drawings are enclosed in the document.

<b>Drawing Number</b>	<b>Title Description</b>
Drawing No. 001	Boundary Fence Detail
Drawing No. 002	Double box anchor
Drawing No. 003	Gate Details

## C1.2 CONTRACT DATA

### C1.2 CONTRACT DATA AND STANDARD CONDITIONS OF TENDER

#### CONDITIONS OF CONTRACT

The General Condition of Contract for Construction Works (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947)

REF CLAUSE No.	VARIATIONS AND ADDITIONS TO CONDITIONS OF THE CONTRACT		
1.1.1.13	The Defect Liability Period is 12 months.		
1.1.1.14	The time for achieving practical completion is <b><u>2 months</u></b> .		
1.1.1.15	Name of Employer: Department of Agriculture Land Reform and Rural Development		
1.2.1.2	Address of Employer: <table><tr><td><u>Physical</u> 14 Long Street Cape Town 8001</td><td><u>Postal</u> Private Bag X9159 Cape Town 8000</td></tr></table> Tel No.:(021) 409 0300	<u>Physical</u> 14 Long Street Cape Town 8001	<u>Postal</u> Private Bag X9159 Cape Town 8000
<u>Physical</u> 14 Long Street Cape Town 8001	<u>Postal</u> Private Bag X9159 Cape Town 8000		
1.1.1.16	<b>The Employer's Agent is:</b> Witzenberg Local Municipality		
1.2.1.2	<b>Address of Employer's Agent:</b> <u>Physical:</u> 50 Voortrekker Road Ceres 6835  Agent Representative: Mr. Jody du Preez Projects and Performance Section  e-mail: <a href="mailto:jody@witzenberg.gov.za">jody@witzenberg.gov.za</a>  Telephone No: 076 779 3060		
	The Pricing strategy is Re-measurable Contract.		
5.3.1	The Documentation required before commencement with Works execution are: <ul style="list-style-type: none"><li>• Health and Safety Plan (Refer to Clause 4.3)</li></ul>		

	<ul style="list-style-type: none"> <li>• Initial program (Refer to Clause 5.6)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	The time to submit documentation required before commencement with Works execution is 14 Calendar days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site information.
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1. All statutory holidays as declared by national or Regional Government.</li> <li>2. The year –end break commencing on the first working day after 15 December and ending on the first working day after 01 January of the next year.</li> </ol>
5.13.1	The penalty for failing to complete the works is <b>R1000.00 per calendar day.</b>
5.16.3	The latent defect period is 12 months.
6.3.1	<p><b>ADD FOLLOWING</b></p> <p><b>Variations</b> that have financial implication will be approved by the department in line with the departmental approved Supply Chain Management Delegation of Authority.</p> <p><b>Contingencies:</b> Contingencies are under the sole control of the department and upon approval in line with the departmental approved Supply Chain Management Delegation of Authority.</p> <p>Under no circumstances should any additional and unforeseen work commence prior to departmental approval.</p>
6.10.3	The limit of retention money is 10% of the net tender amount.
6.10.4	<p>Replace the following sentence of clause 6.10.4:</p> <p>“The employer shall pay the amount due to the Contractor within 28 days of receipt by the Employer of the payment certificate signed by the Employer’s Agent.”</p> <p>with</p> <p>“The employer shall pay the amount due to the Contractor within 30 days of receipt by the Employer of the payment certificate signed by the Employer’s Agent, original tax invoice issued by contractor and Local Labour form issued by contractor.”</p>
8.2.1	The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient roads sign, lights, barricades, fencing, and guarding as may be necessary

	<p>or required by the Employers Agent or by any act, regulation, or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the works and temporary works shall, as far as the provisions for the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property and the Contractor hereby indemnifies the employer against any claims, demands, damage and cost that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractors prices for provision and general costs, except where provision is made in the specifications for payment in respect of specific items pertaining to those obligations.</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.3	The limit of indemnity for liability insurance is <b>R 5 000 000.00</b>

**SECTION B: DATA TO BE PROVIDED BY CONTRACTOR**

1.2.1	<p><b><u>Employer:</u> DEPARTMENT OF AGRICULTURE LAND REFORM AND RURAL DEVELOPMENT</b></p> <p>Postal address: <b>Private Bag X9159 Cape Town 8000</b></p> <p>Physical address: <b>14 Long Street Cape Town 8001</b></p> <p>Telephone no: <b>021 409 0551</b> E-mail: <b>mpho.mudau@dalrrd.gov.za</b></p>
1.2.2	<p><b><u>Project Manager:</u> Mac Nodliwa</b></p> <p>Postal address: <b>Private Bag X9159 Cape Town 8000</b></p> <p>Telephone no: <b>021 409 0367</b> E-mail: <b>mnodliwa@dalrrd.gov.za</b></p>

### 3. EVALUATION CRITERIA

Tenders will be evaluated in terms of the evaluation criteria stipulated below:

- (a) Evaluation for mandatory criteria
- (b) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

(a) **EVALUATION FOR MANDATORY CRITERIA**

- i) 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 for a **1SQ** or Higher Class of construction work, are eligible to submit tenders.
- ii) Joint Ventures: Tenderers who are accredited by the department as a joint venture shall be eligible to respond to the task order as a joint venture.

Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner\*. CRS Number of Tenderers or JV Partners must be filled in below:

**NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s:**

**Leading JV Partner**

CRS Number:

Name of Company:

**JV Partner**

CRS Number:

Name of Company:

**JV Partner**

CRS Number:

Name of Company:

All contractors, even tendering in JV, must be registered with CIDB. The lead Partner must have Category **1SQ** or **HIGHER** Contractor grading designation.

**\*NB:** Recent printout from CIDB website indicating the CRS number will also be accepted.

- iii) Attendance of the Compulsory Tender Clarification meeting as stipulated above.
- iv) Correction in terms of price must not be made by means of a correction fluid such as Tippex or similar product. If correction fluid has been used on any specific item price,



such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the task order as a whole will not be considered.

- v) In the event of mistakes having been made on the Form of Offer and Bill of Quantities it must be crossed out in black ink and be accompanied by an initial at each and every price alteration.
- vi) Letter of authorization to sign the Form of Offer and where required in the document

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head.

In case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include a resolution of **each company** of the Joint Venture **together** with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." **i.e. the Joint Venture must submit three Letters** of Authority as per the aforesaid Joint Venture requirement.

- vii) Form of offer must be completed and signed by duly authorized person.

- viii) **Letter of good standing from Department of Labour (COIDA)**

The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with Department of Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for **building and construction** related projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing **for building and construction** related projects of the individual members must also be provided.

**NOTE: Additional Required Documents (Not for elimination/disqualification)**

- a) Valid Tax Clearance Certificate and/or SARS issued pin code.
- b) Valid BBBEE certificate / affidavit in case of EME and QSE.

**TAX COMPLIANCE STATUS**

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

**(b) EVALUATION IN TERMS OF 80/20 PREFERENCE POINT SYSTEM AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.**

**PRICE QUOTATION PROCESS (UP TO R 1 MILLION)**

Apply the **80/20 Preference Point system** where a maximum of Eighty (80) tender adjudication points will be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022

**I. To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
  - Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Who has a disability – **attach doctor’s letter confirming the disability**
  - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

**ii DEFINITIONS**

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

**“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

**“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

### iii POINTS AWARDED FOR SPECIFIC GOALS

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	3		

## C2.2 BILL OF QUANTITIES

SCHEDULE A : PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200A	PRELIMINARY AND GENERAL				
1	8,3	<b>FIXED CHARGE ITEMS</b>				
1.1	8.3.1	Contractual Requirements for the duration of the contract	Sum	1		
	8.3.2	Establish Facilities on site:				
	8.3.2.2	Facilities for Contractor	Sum	1		
1.2	8.3.4	Removal of site establishment on completion	Sum	1		
<b>TOTAL: PRELIMINARY AND GENERAL - FIXED CHARGED ITEMS</b>						
SCHEDULE A : PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD: PRELIMINARY AND GENERAL - FIXED CHARGED ITEMS</b>						
2	8,4	<b>TIME-RELATED ITEMS</b>				
2.1	8.4.1	Contractual Requirements	Sum	1		
2.2	8.4.2	Operate and maintain facilities on site:	Sum	1		
	8.4.2.2	Facilities for Contractor for duration of construction except where otherwise stated	Sum	1		
2.3		Community Liaison Officer for duration of contract	Sum	1		
2.4		<b>HEALTH &amp; SAFETY</b>				
		Health & Safety Requirements (Health & Safety Plan, Health & Safety File)	Sum	1		
<b>TOTAL: PRELIMINARY AND GENERAL - TIME RELATED ITEMS</b>						
<b>TOTAL CARRIED FORWARD: PRELIMINARY AND GENERAL - FIXED AND TIME CHARGED ITEMS</b>						

SCHEDULE B : CONSTRUCTION WORK						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY		AMOUNT
<b>BROUGHT FORWARD</b>						
4	SANS 1200 C	<b>EARTHWORKS</b>				
		<b>SITE CLEARANCE</b>				
4.1	8.2.1	Clear site of all rubbish, debris, vegetation, hedges, shrubs and small trees not exceeding 200mm girth, including bush, rocks and other obstructions. Clear fencing line of 0.5m each side	ha	0,2		
		<b>EXCAVATION</b>				
4.2		Excavation not exceeding 2m deep - Holes	m <sup>3</sup>	6		
		<b>Extra over trench and hole excavations in earth for excavation in</b>				
4.3		Soft Rock	m <sup>3</sup>	0,2		
4.4		Hard Rock	m <sup>3</sup>	0,3		
		<b>BACKFILLING</b>				
4.5		Selected in-situ material from excavated material in layers not exceeding 250mm to be compacted up to 90% mod AASTHO density	m <sup>3</sup>	3		
<b>TOTAL EARTHWORKS - CARRIED FORWARD TO SUMMARY PAGE</b>						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY		AMOUNT
5		<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
		Cyclopean concrete Stones shall not exceed 100mm in diameter, packed in layers of 150mm. Between each layer pour in a mortar mix of 1 bag cement, 150 l sand and 22 l of water of such consistency that it can flow into the gaps between the stones.				
		<b>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</b>				
		15MPa/19mm stone with 1 cement :2.75 sand :4.25 stone concrete mix casted				
5.1		On holes	m <sup>3</sup>	3,5		
<b>TOTAL CONCRETE, FORMWORK AND REINFORCEMENT - CARRIED FORWARD TO SUMMARY PAGE</b>						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	AMOUNT
6		<b>BOUNDARY FENCING, POSTS &amp; GATES</b> <b>Specification - All material must have a SABS approval tag</b>  The Fence will be installed to a total height of 1600mm, with Fully Galvanized Hinge Joint Field Fence, On top of Field Fence, 3 x barbed wires Fully Galvanized Karoo 2, 1.6mm must be placed 100 mm apart and fastened to all Timber poles. See attached diagram in Drawing no. 001. Upon completion of each section of fence, remove all cut-offs and other loose wire so as not to create a hazard to grazing animals or a nuisance to the land users. Cement, Sand and Stone - Required for Corner double box Anchor posts, single box Anchor posts and Line Poles  The Anchor and Gate posts (2.4m poles) will be set into holes of 500 x 500 x 800mm deep, and then be filled with Cyclopean concrete. All Box Poles will also be set into holes of 300 x 300 x 400 mm deep, and then be filled with Cyclopean concrete. All wires will be pulled taut with a wire puller. The wire will be fastened on to the anchor poles by wrapping at least three turns of wire round the pole and then winding the end of the wire onto the line when taut, neatly, with at least 5 twists. The wire will be fastened onto the line poles and to the droppers with 2.0 mm binding wire.			
6.1		Barbed wire: Barbed Wire Fully Galvanised KAROO-2 SABS, 1.6 mm x 35kg in rolls of 845 m according to SANS 935 and SANS 675. Minimum tensile strength of 1 050 MPa.	Rolls	6	
6.2		Smooth Wire Fully Galvanised SABS, 2.24 mm x 50kg in rolls of 1650 m, SABS	Rolls	5	
6.3		Anchor Wire Fully Galvanised SABS, 4,0mm x 50kg in rolls of 500 m, SABS	Rolls	3	
6.4		Binding wire No. 10 (3.15mm x 50kg) – anchors	Rolls	2	
6.5		Binding wire No. 12 (2.5mm x 50kg) – droppers	Rolls	2	
6.6		Wire Jackal 1200mm x 90mm x 50m Per Roll MESH	Rolls	32	
6.7		Y - Beam Standards Iron poles 1 850 mm , 3.0 kg/m, SABS (For pulling down of fence where needed when fence is more than 50 mm above Ground Level	No.	80	
<b>TOTAL: BOUNDARY FENCING, POSTS &amp; GATES: PART 1</b>					
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	AMOUNT
		<b>TIMBER POLES</b>  The top of all poles will be level where the area is level. Where the level of the ground is such that the fence is higher in places, rocks will be packed into any gaps bigger than 50mm, under the fence. The completed fence shall be plumb, taut to line and ground contour, with all posts, line posts and droppers firmly set. The height of the lower fencing wire above the ground at posts and droppers shall not vary by more than 25mm, topography allowing. Bottom fencing wire may never touch the ground. Droppers must also be evenly spaced between line posts.			
6.8		<b>Anchor and Gate (verticals) posts</b> <b>2.4 m x 120 mm - 140 mm Creosote Treated, SABS</b>  Anchor and vertical gate posts are to be Creosote Treated, SABS approved poles and to be planted as per <b>Drawing No. 001</b> , with 1 600 mm of the pole above ground level. Anchor wire fully galvanised 4.0 mm, will be used to fasten, and anchor poles to each other. Anchor Poles, planted in the fence line, should not be further than 500m apart from each other. All these posts will be set into holes of 500 x 500 x 800 mm deep, and then be filled with Cyclopean concrete	No.	8	
6.9		<b>Box (corners) and Gate (horizontal) posts</b> <b>2.1 m x 100 mm - 120 mm Creosote Treated, SABS</b>  Creosote Treated, SABS to be planted at least 250 mm deep exposing only 1600mm from the ground surface. All surplus material will be backfilled and compacted as the work proceeds on surrounding areas next to fence. All Line Poles will also be set into holes of 300 x 300 x 600mm deep, and then be filled with Cyclopean concrete. The double box anchors must be used on corner points. All posts will be set into holes of 500 x 500 x 400 mm deep, and then be filled with Cyclopean concrete	No.	125	
6.10		<b>Droppers</b> <b>1.6 m Steel Droppers</b> Spaced at 5 Droppers between Line Poles, thus every 2.0 m a dropper.	No.	400	
6.11		<b>GATE - Fully Galvanised Gates</b>  Fully Galvanised heavy-duty hot dipped 3000mm wide x 1500 mm high with W-frame 32mm diameter x 1.6mm thick galvanised steel Fitted to timber corner posts (Vertical poles = 2.4 m high installed 400mm deep with 2.1 m horizontal poles) as illustrated in <b>Drawing No. 002</b> . All material must have a SABS approval tag. All gates to be hung to a gate post which is anchored with a box anchor. All gates to be closed by means of a proper closing mechanism and not with wire	No.	2	
<b>TOTAL: BOUNDARY FENCING, POSTS &amp; GATES: PART 2</b>					
<b>TOTAL BOUNDARY FENCING, POSTS &amp; GATES: PART 1&amp;2 - CARRIED FORWARD TO SUMMARY PAGE</b>					

		<b>SCHEDULE A: PRELIMINARIES &amp; GENERALS</b>				
1		FIXED CHARGE ITEMS				
2		TIME RELATED				
		<b>TOTAL: SCHEDULE A</b>				
		<b>SCHEDULE B: CONSTRUCTION</b>				
4		EARTHWORKS				
5		CONCRETE, FORMWORK AND REINFORCEMENT				
6		BOUNDARY FENCING incl. GATES				
		<b>TOTAL: SCHEDULE B</b>				
		<b>SUB TOTAL 1</b>				
		<b>CONTINGENCIES</b>				
		Provide the sum of 5 % for Contingencies to be used after approval in terms of Department's delegations and deducted in whole or in part if so required				
		<b>SUB TOTAL 2</b>				
		<b>ADD : VAT @ 15%</b>				
		<b>GRAND TOTAL</b>				

**TOTAL CARRIED TO FORM OF OFFER**

**NB: Failure to carry this over to the Form of Offer and Acceptance will render the tender non-responsive**

**CONSTRUCTION PERIOD.....**



## C1: AGREEMENT

### 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:

**APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY AND INSTALLATION OF 1.6KM  
BOUNDARY FENCE FOR THE NDULI PIGGERY IN CERES, SITUATED IN WITZENBERG  
MUNICIPALITY IN THE WESTERN CAPE PROVINCE**

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),

---

*(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)*

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) of duly authorised			
Name(s)			
Capacity			
<b>THE TENDERER:</b>			
Name of Tenderer/Bidder			
Address of tenderer/Bidder			
<b>WITNESS:</b>			
Name and signature of witness		Date	

## 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 the above listed Parts.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she 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			
	(Name and address of employer)		
Name and signature of witness		Date	

## SCHEDULE OF DEVIATIONS

Notes:

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

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

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

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

## **C.1 GENERAL**

### **C.1.1 Actions**

**C.1.1.1** The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.1.1.2** The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whomever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:**

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

### **C.1.2 Tender Documents**

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

### **C.1.3 Interpretation**

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

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

**C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.
- e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **C.1.4 Communication and Employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

- C.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-
  - a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) There is a material irregularity in the tender process
- C.1.5.2** The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.
- C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission.

The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall only submit technical proposals in the first stage. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 TENDERER'S OBLIGATIONS**

### **C.1.1 Eligibility**

**C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

**C.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

**C.2.2.1** Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

### **C.2.7 Clarification meeting**

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

## **C.2.8 Seek clarification**

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

## **C.2.9 Insurance**

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

## **C.2.10 Pricing the tender offer**

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

**C.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **C.2.11 Alterations to documents**

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

## **C.2.12 Alternative tender offers**

**C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

**C.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

## **C.2.13 Submitting a tender offer**

**C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.



- C.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures, shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

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

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

## **C.2.15 Closing time**

- C.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

## **C.2.16 Tender offer validity**

- C.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

- C.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- C.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

### **C.2.17 Clarification of tender offer after submission**

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

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

### **C.2.18 Provide other material**

**C.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

**C.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

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

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

### **C.2.20 Submit securities, bonds, policies, etc.**

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

### **C.2.21 Check final draft**

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

### **C.2.22 Return of other tender documents**

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **C.2.23 Certificates**

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

## **C.3 THE EMPLOYER'S UNDERTAKINGS**

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

**C.3.1.1** Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

### **C.3.2 Issue Addenda**

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

### **C.3.3 Return late tender offers**

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

### **C.3.4 Opening of tender submissions**

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

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

**C.3.4.3** Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

**C.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in figures shall govern.

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Data or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**C.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
- b) 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. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **C.3.10 Clarification of a tender offer**

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

### **C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interest of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflict of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost Effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation method and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the Employer**

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

### **C.3.13 Acceptance of tender offer**

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

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

### **C.3.14 Prepare contract documents**

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

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

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

### **C.3.15 Complete adjudicator's contract**

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

### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### **C.3.17 Provide copies of the contracts**

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

### **C.3.18 Provide written reasons for actions taken**

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

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>SSC WC Q24 (2022/2023)</b>	CLOSING DATE:	24 February 2023	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 1.6KM BOUNDARY FENCE FOR NDULI PIGGERY</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
14 Long Street					
Cape Town					
8000					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mpho Mudau		CONTACT PERSON	Mac Nodliwa	
TELEPHONE NUMBER	021 409 0551		TELEPHONE NUMBER	021 409 0367	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Mpho.mudau@dalrrd.gov.za">Mpho.mudau@dalrrd.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:mnodliwa@dalrrd.gov.za">mnodliwa@dalrrd.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
A. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		B. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2023, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**BIDDER'S DISCLOSURE (SBD 4)**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of

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<sup>2</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.

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

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

**PRICE QUOTATION PROCESS (UP TO R 1 MILLION)**

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

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

**I. GENERAL CONDITIONS**

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

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has a disability – **attach doctor’s letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

## II. DEFINITIONS

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

## III. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
V. Who had no franchise in national elections before the 1983 and 1993 Constitution	10		
VI. Who is female	5		
VII. Who has a disability	2		
VIII. Specific goal: Who is youth	3		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

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



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

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

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

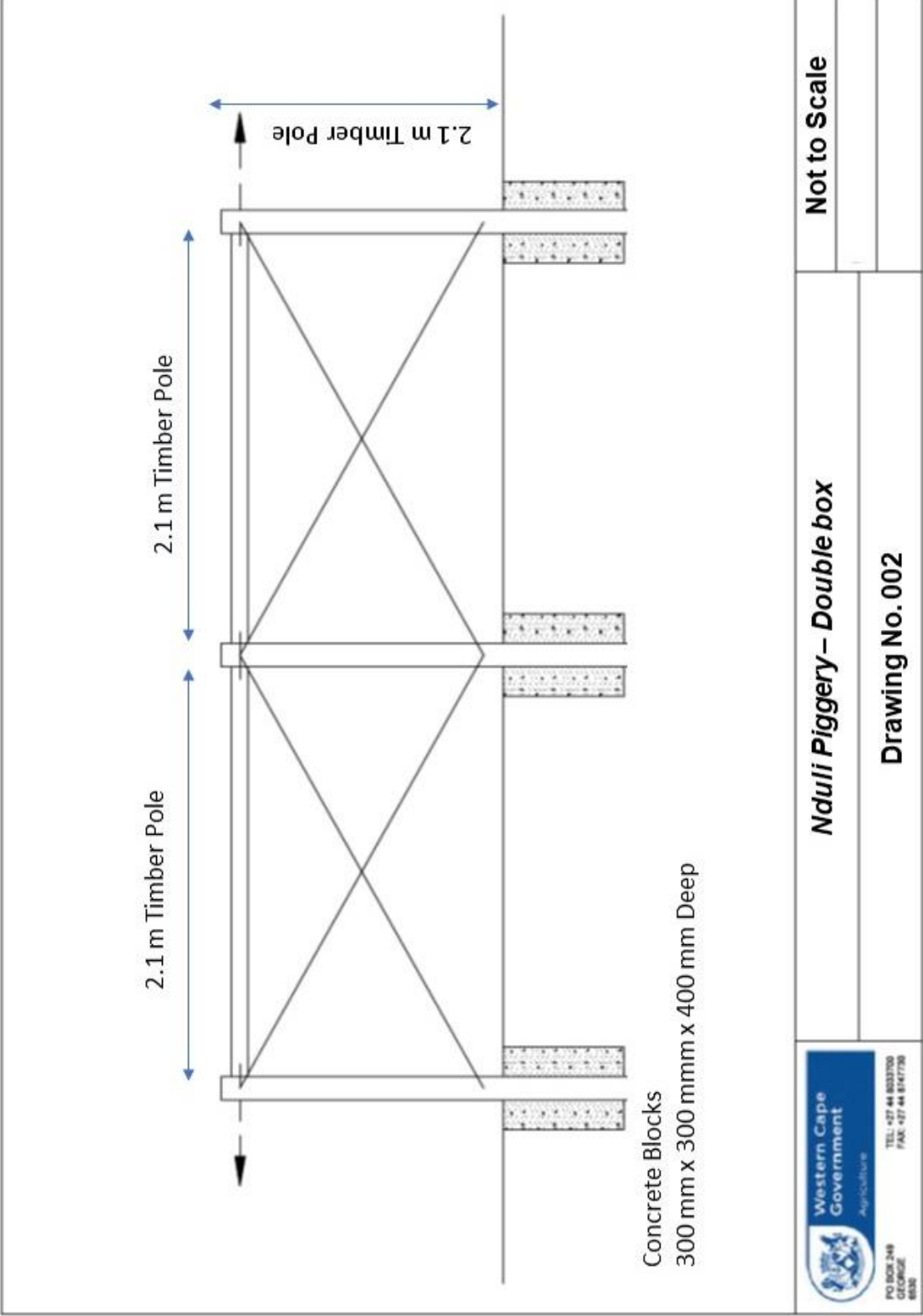
# SITE INFORMATION

## Site Information

The **construction** site is situated next to the R46 road in Nduli Township, Ceres, approximately 110 km from Cape Town. The project will be implemented at the Nduli Piggery. GPS Coordinate of the possible site camp: 33°21'09.9"S; 19°20'56.5"E



# DRAWINGS



Spacing:  
 Anchor Poles 500m on where fence bend.  
 Boxes on Corners and every 1000m on straight fence.  
 Y Bars 20m  
 Droppers 4m

Concrete Mixture:  
 1 Pocket Cement : 160 Litre sand : 22 Litre water.

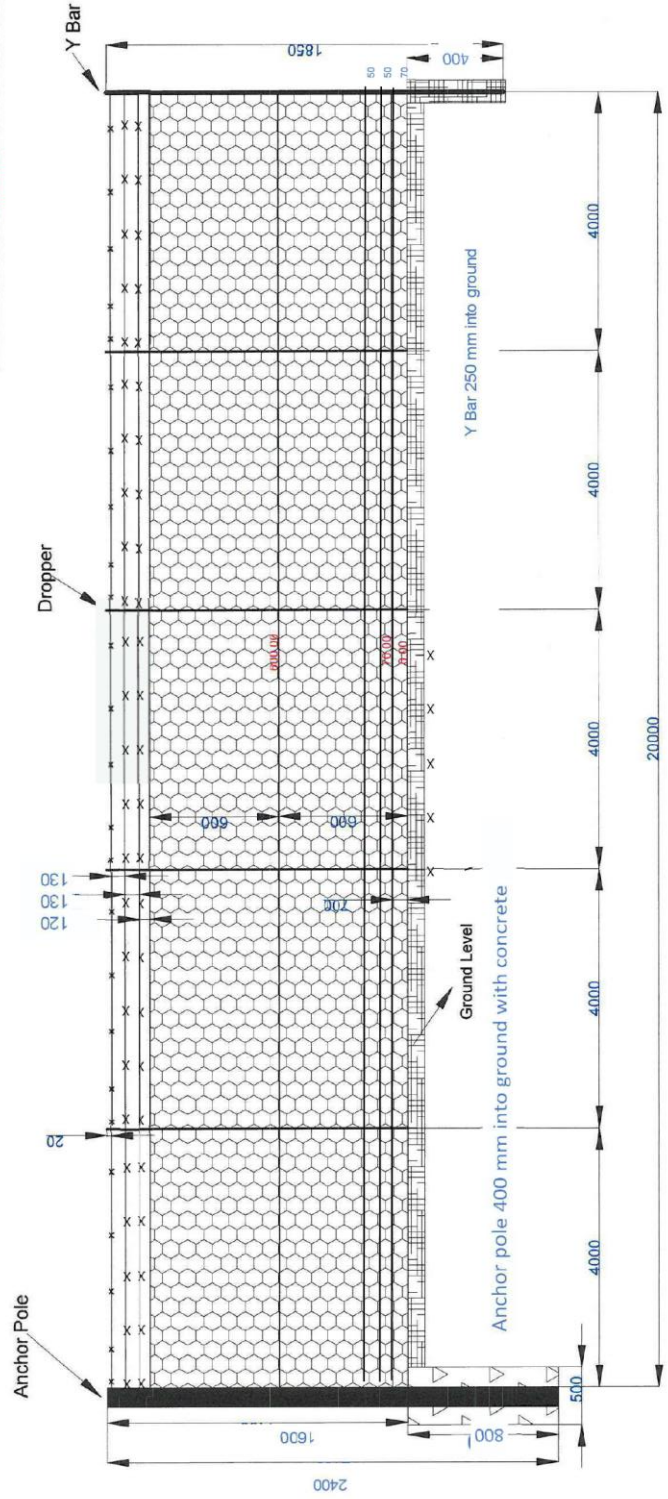
No deviation from plan without the approval of Engineer.

Cutting of Y Bars will result in the immediate ending of contract.

Where it is impossible to get the Y Bars and Anchor Poles to its prescribed depth - contact the Engineer for consultation.

Decision will then be taken on site and the contractor will be informed of the decision.

TENSION IN STRAINS : MIN 1.5KN  
 MAX 2KN



**Western Cape Government**  
Agriculture



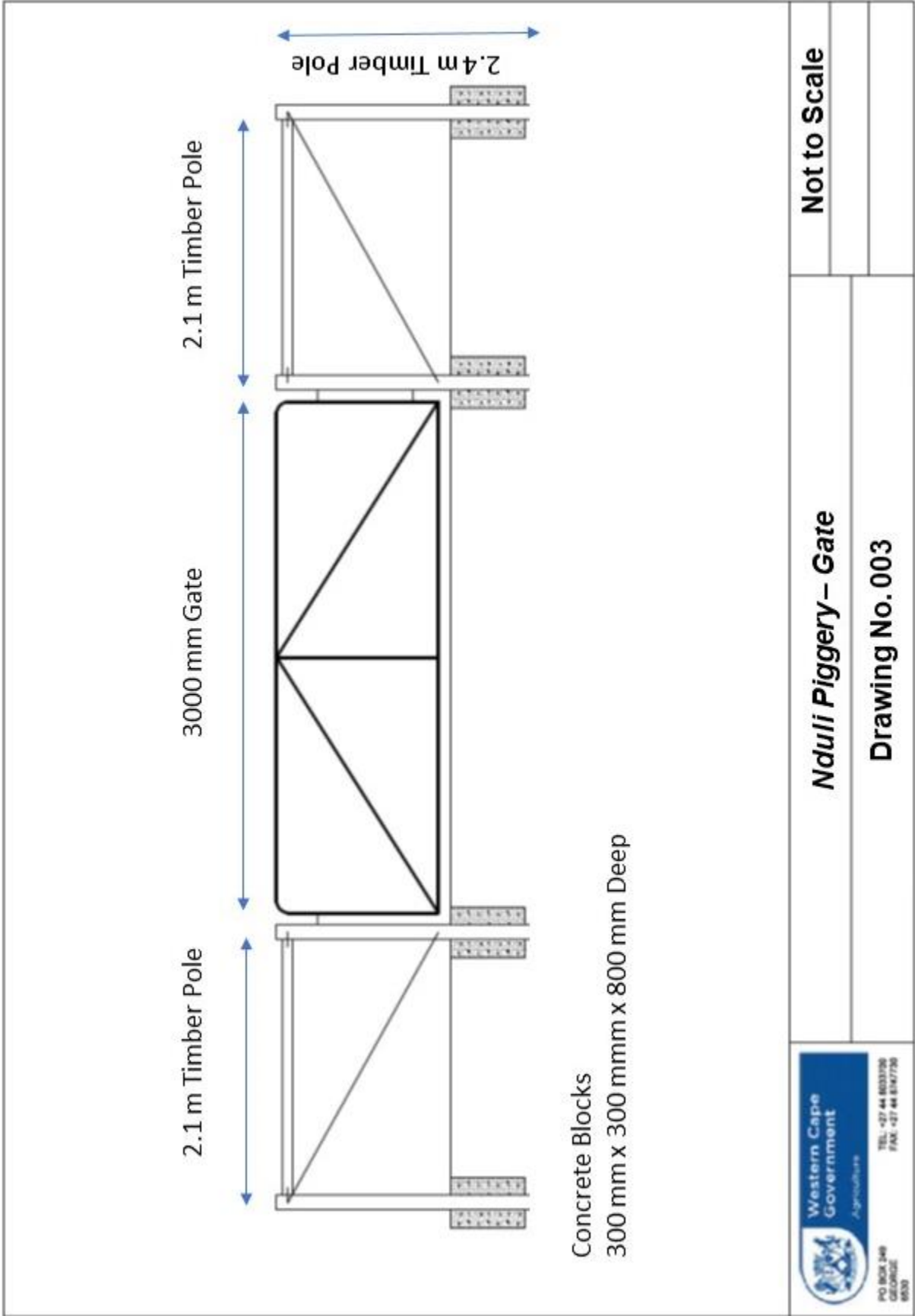
**Nduli Piggery**  
**Boundary Fence**

**Drawing no. 001**

COORDINATE SYSTEM: TRANSFORMED UTM  
 PROJECTION: UTM  
 AXIS: X EAST, Y NORTH

DATE: / /  
 DATE: / /  
 DATE: / /  
 DATE: / /

FILE NUMBER: / / / /  
 L ONG: / / / /  
 DATE: / / / /



 <p>PO BOX 246 GEORGE 6001</p> <p>TEL: +27 44 8033790 FAX: +27 44 8147750</p>	<p><b>Nduli Piggery – Gate</b></p> <p><b>Drawing No. 003</b></p>	<p><b>Not to Scale</b></p>
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# ANNEXURES

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Annexure 1: Construction Environmental Management Programme

Annexure 2: Construction Health and Safety specification.

Annexure 3: Occupational Health and Safety Agreement Between Employer and Contractor (Pro-Forma)

Annexure 4: Sample Agreement Between Contractor and Community Liaison Officer (CLO)

# ENVIRONMENTAL MANAGEMENT PLAN

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## **C1001 SCOPE**

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects liability period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract.

The EMP is a dynamic document subject to similar influences and changes as are wrought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Employer in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment  
Specifications with which the contractor shall comply in order to protect the environment from the identified impacts  
Actions that shall be taken in the event of non-compliance

## **C1002 DEFINITIONS**

**Alien Vegetation:** alien vegetation is defined as undesirable plant growth which shall include, but not be limited to; all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area.

**Construction Activity:** a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process.

**Environment:** environment means the surroundings within which humans exist and that could be made up of –

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

**Environmental Aspect:** an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

**Environmental Impact:** an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity within the road width and between the limits that define the construction site. An impact may be the direct or indirect consequence of a construction activity.

**Road Reserve:** the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

**Road Width:** for the purposes, of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

## **C1003 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS**

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- storm water discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural resources



Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the Employers Agent's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to clause 15 of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution of atmosphere, soil or water  
Destruction or removal of fauna and flora and effect on biological diversity  
Deformation of the landscape  
Soil erosion  
Destruction of historical/heritage sites  
Effect on the built environment  
Effect on agricultural land and wetlands

General good construction practise will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities.

#### **C1004 LEGAL REQUIREMENTS**

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

It is expected that the contractor is conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

#### **C1005 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS**

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the Employers Agent for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the Employers Agent to make a decision. The Employers Agent will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The Employers Agent will be responsible for issuing instructions of the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the Employers Agent, but not less frequently than once a month.

The Employers Agent shall have the authority to instruct the contractor to replace the DEO if, in the Employers Agent's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the Employers Agent a written statement setting out the following:

The type of construction activity  
Locality where the activity will take place  
Identification of the environmental aspects and impacts that might result from the activity  
Methodology for impact prevention for each activity or aspect  
Methodology for impact containment for each activity or aspect  
Emergency/disaster incident and reaction procedures  
Treatment and continued maintenance of impacted environment

The contractor may provide such information in advance for any or all construction activities provided that new submissions shall be given to the Employers Agent whenever there is a change or variation to the original.

The Employers Agent may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

**C1006 TRAINING**

The designated environmental officer (DEO) must be appropriately trained in environmental management and must possess skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities
- The environmental benefits of improved personal performance
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements
- The potential consequences of departure from specified operating procedures
- The mitigation measures required to be implemented when carrying out their work activities

In the case of permanent staff the contractor shall provide evidence that such induction causes have been presented. In the case of new staff (including contract labour) the contractor shall inform the Employers Agent when and how it intends concluding its environmental training obligations.

**C1007 ACTIVITIES/ASPECTS CAUSING IMPACTS**

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this section. This list is not exhaustive, and shall be used for guideline purposes only.

## C1008 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

### a) Site Establishment

#### i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the Employers Agent for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the Employers Agent for consultation during rehabilitation of the site.

#### ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Employers Agent. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Employers Agent in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, same specie indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

#### iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

#### iv) Water for Human Consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc.). Only domestic type wastewater shall be allowed to enter this drain.

#### v) Cooking Fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

### b) Sewage Treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the

site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 meters from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Employers Agent.

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Employers Agent.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employers Agent. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, or anywhere else on the site, including the approved solid waste disposal site.

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

iii) Hazardous Waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. No spillage of tar or bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Employers Agent.

d) Control at the Workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to

manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials, e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the Employers Agent.

The contractor shall provide proof to the Employers Agent that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the Employers Agent with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

6. Fuel should be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. Leakage of fuel shall be avoided. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any spillage or overflow from these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil.

7. Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the Employers Agent for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the Employers Agent for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be held responsible for re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects liability period.

f) Soil Management

i) Topsoil

8. Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil

covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the Employers Agent. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the Employers Agent, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion, direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the Employers Agent his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

9. This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C10008 (e) and C10008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he obtains from the Employers Agent, a copy of the approved EMP prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the

requirements of the specific EMP and this specification the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Schedule of Quantities

ii) Excavation, hauling and placement

The contractor shall provide the Employers Agent with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity.

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects liability period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the Employers Agent for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the Employers Agent. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after revegetation.

10. The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The Employers Agent will assist the contractor in obtaining the necessary approval if requested by the contractor.

11. Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the Employers Agent for other acceptable stabilising methods. The Employers Agent may only approve a completed spoil site at the end of the defects liability period upon receipt from the contractor of a landowner's clearance notice and an Employers Agent's certificate certifying slope stability. The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Employers Agent for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material land contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site.

Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the Employers Agent is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the Employers Agent within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the Employers Agent

In all cases, the Employers Agent shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated.

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the Employers Agent with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the Employers Agent the manner in which he intends to advertise to the adjacent communities and/or road users the time and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C10008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The Employers Agent will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Employers Agent for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the Employers Agent. The Designated Environmental Officer will assess the situation in consultation with the



Employers Agent and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the Employers Agent. Areas cleared of hazardous waste shall be revegetated according to the Employers Agent's instructions.

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Employers Agent. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the Employers Agent in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Employers Agent of such discovery. The National Monuments Council is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the Employers Agent informed of the discovery. The National Monuments Council should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve.

This responsibility shall extend for the duration of the defects liability period.

**C1009 RECORD KEEPING**

The Employers Agent and the DEO to the contractor will continuously monitor the contractor's adherence to the approved impact prevention procedures and shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-conformance in a designated register, the action taken to discontinue the non-conformance, the action taken to mitigate its effects and the results of the actions. The non-conformance shall be documented and reported to the Employers Agent in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

**C1010          COMPLIANCE**

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

**Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities**

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
Drainage	Waste treatment Hazardous waste Water supply	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation	Preserve indigenous vegetation Preserve topsoil	

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
	Spillage Storage		Preserve topsoil	Management of weeds	
Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil	

CONTENTS	ENVIRONMENTAL IMPACTS				
	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	SENSITIVE AREAS (to be completed by compiler)
	Dust control Smoke control Storage of materials				
Ancillary road works	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
Concrete pavements etc.	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

# PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

## 1. Health and Safety Specification

In terms of the Occupational Health and Safety Act (Act 85 of 1993) (OHSA) and the Construction Regulations 2003, the Client must provide the Contractor with a Health and Safety Specification to which the Contractor must respond with a Health and Safety Plan for approval by the Client.

The purpose of this Specification is to ensure that Principal Contractors entering into a contract with the Employer maintain an acceptable level of performance with regard to health and safety issues during the performance of the contract. In this regard the OHSA Specification form an integral part of the Contract and the Principal Contractor shall ensure that their contractors and/or suppliers comply with the requirements of this Specification.

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- **1 INTRODUCTION AND BACKGROUND**

- **1.1 Background to the Pre-construction Health and Safety Specification**

The Construction Regulations (July 2014) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

The client has prepared a comprehensive health and safety plan, which must be adhered to by all contractors and sub-contractors. The following pre-construction health and safety plan gives an outline of the more comprehensive health and safety plan implemented by the client. Contractors will be provided with a copy of the client's health and safety plan, in electronic format, on request.

- **1.2 Purpose of the Pre-construction Health and Safety Specification**

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. cost, programme, environment, etc.

- **1.3 Implementation of the Pre-construction Health and Safety Specification**

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up its project-specific construction phase health & safety plan. The Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

- **2 PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

- **2.1 Scope**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project. The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

- **2.2 Interpretations**

- **2.2.1 Application**

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

- **2.2.2 Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

- **2.3 Minimum Administrative Requirements**

- 2.3.1 *Notification of Intention to Commence Construction Work*

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification shall be forwarded to the Client on appointment.

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

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency shall be included. See Annexure B.

- 2.3.3 *Competency for Contractor's Appointed Competent Persons*

Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments shall be included.

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

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

- 2.3.5 *Occupational Health and Safety Policy*

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

- 2.3.6 *Health and Safety Organogram*

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

- 2.3.7 *Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment.*

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment shall include:

- A list of hazards identified as well as potentially hazardous tasks;
- 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;
- A monitoring and review procedure of the risks assessment as the risks change.

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

The Principal Contractor and relevant Contractors 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 (tool box talk strategy to be implemented).

- 2.3.8 *Health and Safety Representative(s)*

The Principal Contractor and relevant Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment shall be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings.

- 2.3.9 *Health and Safety Committees*

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings shall be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety meetings. Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

- 2.3.10 Health and Safety Training

- 2.3.10.1 *Induction*

The Principal Contractor and relevant Contractors shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file.

- 2.3.10.2 *Awareness*

The Principal Contractor and relevant Contractors shall ensure that, on site, periodic toolbox talks take place at least once per fortnight. These talks should deal with risks relevant to the Construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors shall comply with this minimum requirement.

- 2.3.10.3 *Competency*

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor shall ensure that competent Contractors are appointed to carry out construction work.

- 2.3.11 *General Record Keeping*

The Principal Contractor and relevant Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in a health & safety file held in the site office. The Principal Contractor shall ensure that every Contractor opens its own health & safety file, maintains the file and makes it available on request.

- 2.3.12 *Health & Safety Audits, Monitoring and Reporting*

The Client shall conduct monthly health & safety audits of the work operations which may include a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor shall conduct similar audits on all Contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Contractors have to audit

their sub-contractors and keep records of these audits in their health & safety files, available on request.

- **2.3.13**      *Emergency Procedures*

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but not be limited to, fire, spills, falls, accidents to employees, use of hazardous substances, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) shall be maintained and available to site personnel.

- **2.3.14**      *First Aid Boxes and First Aid Equipment*

The Principal Contractor and relevant Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) shall have received or be sent for accredited first aid training. Valid certificates are to be kept on site. 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. Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

- **2.3.15**      *Accident/Incident Reporting and Investigation*

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor shall stipulate in its construction phase health & safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors shall report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor shall report all injuries to the Client in the form of a detailed injury report at least monthly.

- **2.3.16**      *Hazards and Potentially Hazardous Situations*

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

- **2.3.17**      *Personal Protective Equipment (PPE) and Clothing*

The Principal Contractor shall ensure that all workers are issued and wear hard hats (where applicable), safe footwear and overalls. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged.

- The above procedure also applies to Contractors and their Sub-contractors, as they are all Employers in their own right.

- **2.3.18**      *Occupational Health and Safety Signage*

The Principal Contractor shall provide adequate on-site OHS 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.

- **2.3.19 Permits**

Permits may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Use of cradles

- **2.3.20 Contractors and Sub-contractors**

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

- **2.4 Physical Requirements**

- **2.4.1 Demolition Work**

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure for approval by the Client. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations (July 2003).

- **2.4.2 Excavations, Shoring, Dewatering or Drainage**

- 

The Principal Contractor and any relevant Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification. The Contractor shall make sure that:

- The excavations are inspected before every shift and a record is kept;
- Safe work procedures have been communicated to the workers;
- The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
- The requirements as per section 11 of the Construction Regulations are adhered to.

- **2.4.3 Edge Protection and Penetrations**

The Principal Contractor shall ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment shall include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

- **2.4.4 Explosives and Blasting**

The Principal Contractor shall ensure that the use of explosives and blasting (where required) is undertaken by a competent Contractor. A Safe Work Procedure (SW P) shall be submitted to the Client for approval before commencement of blasting work. The Client will issue a permit to authorise the operation.

- **2.4.5 Piling**

The Principal Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work.

- **2.4.6 Stacking of Materials**

The Principal Contractor and other relevant Contractors shall ensure that there is an appointed stacking supervisor and all materials, formwork and equipment is stacked and stored safely.

- **2.4.7 Speed Restrictions and Protection**

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

- **2.4.8 Hazardous Chemical Substances (HCS)**

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor and relevant Contractors shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Principal Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders shall be made aware of the MSDS and how to treat HCS incidents appropriately.

- **2.5 Equipment and Machinery**

- **2.5.1 Construction Equipment**

"Construction Equipment" includes all types of equipment including but not limited to, cranes, piling rigs, earth moving equipment, concrete mixers, road marking equipment, road vehicles, and all lifting equipment.

The Principal Contractor and relevant Contractors shall ensure that all such equipment complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). 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. Appropriate PPE and clothing shall be provided and maintained in good condition at all times.

- **2.5.2 Vessels under Pressure (VuP) and Gas Bottles**

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand.

- **2.5.3 Fire Extinguishers and Fire Fighting Equipment**

The Principal Contractor and 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 shall be posted up as required.



- **2.5.4** *Hired Equipment and Machinery*

The Principal Contractor and relevant Contractors shall ensure that any hired equipment and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Principal Contractor and relevant Contractors shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file.

- **2.5.5** *Scaffolding/ Working at Heights*

Working at heights includes any work that takes place in an elevated position. The Principal Contractor and relevant Contractors shall submit a risk-specific fall prevention plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. The fall prevention plan must be approved by the Client before work may commence, and approval to operate will be issued.

- **2.5.6** *Formwork and Support work for Structures*

The Principal Contractor and relevant Contractors shall ensure that the provisions of section 10 of the Construction Regulations (July 2003) are adhered to. These provisions shall include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections shall be kept in a register on site.

- **2.5.7** *Lifting Machines and Tackle*

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be a competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, to ensure that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
- The tower crane bases have been approved by an Employers Agent;
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

- **2.5.8** *Ladders and Ladder Work*

The Principal Contractor and relevant Contractors shall ensure that all ladders are inspected monthly, are in good safe working order are the correct height for the task, extend at least 1 m above the landing, fastened and secured, and at a safe angle. Records of inspections shall be kept in a register on site.

- **2.5.9** *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

- **2.5.10** *Portable Electrical Tools and Explosive Powered Tools*

The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers

aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosive round;
- Signs to be posted up in the areas where explosive powered tools are being used

- **2.5.11 High Voltage Electrical Equipment**

The location of any high voltage electrical equipment on, under or above the construction area shall be clearly identified, and the Principal Contractor and relevant Contractors shall ensure that every person working close to or under high voltage electrical equipment is made aware of the dangers likely to arise.

- **2.5.12 Public and Site Visitor Health & Safety**

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

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations.

- **2.5.13 Night Work**

The Principal Contractor and relevant Contractors shall ensure that adequate lighting is provided to allow for work to be carried out safely.

- **2.5.14 Transport of Workers**

The Principal Contractor and relevant Contractors shall not transport persons together with goods or tools unless there is an appropriate area or section to store them.

## **2.6 Occupational Health**

- **2.6.1 Occupational 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 all Contractors shall ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction. Generic site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

- **2.6.2 Alcohol and other Drugs**

No alcohol and 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 shall be sent off site immediately.

## PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

### PROJECT: INSTALLATION OF 1.6KM FENCE FOR THE NDULI PIGGERY IN CERES, SITUATED IN WITZENBERG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

#### ANNEXURE A

The Principal Contractor and Contractors shall submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of intention to commence construction/building work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of responsible person to supervise construction work	All relevant appointments as per OHS Act and Construction Regulations	Before commencement on site
2.3.3	Competence of responsible person	Client requirement and OHS Act	Together with H&S Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA requirement	Together with H&S Plan
2.3.5	Occupational Health and Safety policy	OHS Act	Together with H&S Plan
2.3.6	Health and Safety organogram	Client requirement	Together with H&S Plan
2.3.7	Initial hazard identification and risk assessment based on the client's assessment	Construction regulations	Together with H&S Plan
2.3.8	Health and Safety representative	OHS Act	Submit as soon as there are more than 20 employees on site

## ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

### PROJECT: INSTALLATION OF 1.6KM FENCE FOR THE NDULI PIGGERY IN CERES, SITUATED IN WITZENBERG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

#### ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

Note: Depending on the scale of the project the same person may take on multiple appointments  
E.g. The Construction Supervisor could also be the First Aider, the Scaffolding Supervisor and the Earthworks Supervisor etc.

APPOINTMENT	OHS REFERENCE	REQUIREMENT
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H & S overall responsibility - Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction/building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H & S in reference to plant, machinery & Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on-site Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents/accidents on site & could be: <ul style="list-style-type: none"> <li>• The employer</li> <li>• H &amp; S Representative</li> <li>• Designated person</li> <li>• Member of the H &amp; S Committee.</li> </ul>
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor and relevant Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines, equipment & tackle.
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad

APPOINTMENT	OHS REFERENCE	REQUIREMENT
		weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.

## OTHER REQUIREMENTS

### APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 1.6KM FENCE FOR THE NDULI PIGGERY IN CERES, SITUATED IN WITZENBERG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

#### ANNEXURE C

The Principal Contractor shall comply with but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT & DATE
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents/accidents &amp; investigations</li> <li>• Non-conformances by employees &amp; contractors</li> <li>• Internal &amp; External H &amp; S audit reports.</li> </ul>	
Emergency procedures	On-going evaluation of procedure.	Table procedure in writing as well as tel. Numbers.	
Risk assessment	Updated & signed off at least monthly	Documented risk assessment.	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated & signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Excavations</li> <li>• Formwork &amp; support work</li> <li>• Explosive tools</li> </ul>	
General Inspections	Monthly	Firefighting equipment Portable electrical equip. Ladders Lifting equipment/slings	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers.	
Workman's Compensation	On going	Table a list of Contractor's workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	On going	Table a report of all signed up Mandatories.	

**ACKNOWLEDGEMENT OF RECEIPT**

**PROJECT: INSTALLATION OF 1.6KM FENCE FOR THE NDULI PIGGERY IN CERES, SITUATED IN WITZENBERG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE**

<b>ANNEXURE D</b>
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I, representing,

Principal Contractor / Contractor / Employer

have satisfied myself with the content of the Pre-construction Health and Safety Specification and shall ensure that the Principal Contractor / Contractor and its personnel comply with all obligations / requirements in respect thereof.

Signature of Principal Contractor / Contractor

Date

Signature of Client / Client's Agent

Date

Comment

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR (PRO-FORMA)

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993 and CONSTRUCTION REGULATIONS of FEBRUARY 2014

made and entered into between

THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (hereinafter called the "employer")

of the one part, herein represented by: .....

in his capacity as: .....

AND: .....

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

.....

in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

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

CONTRACT No: .....

(CONTRACT TITLE) .....

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

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

NOW THEREFORE the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
  
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

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

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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

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

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....



## **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 aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises 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.

**AUTHORITY FOR SIGNATORY TO SIGN OH&S AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO SIGN AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993), AND CONSTRUCTION REGULATIONS (GOVERNMENT NOTICE 84 OF 07 FEBRUARY 2014) OR ANY AMENDMENT THERETO**

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

“By resolution of the board of directors passed at a meeting held on.....20.....

Mr/Mrs.....whose signature appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993), AND CONSTRUCTION REGULATION (GOVERNMENT NOTICE 84 of 07 FEBRUARY 2014) OR ANY AMENDMENT THERETO on behalf of

(Name of Company) .....

**SIGNED ON BEHALF OF THE COMPANY:**

**Signature:**.....

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

**Capacity: (of Signatory):** .....

**1 Witness 1:**

**Signature:** .....

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

**Date:** .....

**2 Witness 2:**

**Signature:** .....

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

**Date:** .....

**NOTIFICATION OF CONSTRUCTION WORK**

3

**a) OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
Regulation 4 of the Construction Regulations, 2014**

- 
- 
1. (a) Name and postal address of principal contractor:  
\_\_\_\_\_
  - (b) Name and tel. No of principal contractor's contact person:  
\_\_\_\_\_
  2. Principal contractor's compensation registration number: \_\_\_\_\_
  3. (a) Name and postal address of client:  
Department of Agriculture Land Reform and Rural Development, Private Bag X9159, Cape  
Town
  - (b) Name and telephone no of client's contract person or agent:  
Ncumisa Ntshona, Tel: (021) 409-0335
  4. (a) Name and postal address of designer(s) for the project:  
DARLLR, 14 Long Street, Cape Town, 8000
  - (b) Name and telephone no of designer(s) contact person:  
Samantha Moodley, Mobile: 083 400 7323
  5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms  
of regulation 6.(1).  
\_\_\_\_\_
  6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8.(3).  
\_\_\_\_\_
  7. Exact physical address of the construction site or site office:  
\_\_\_\_\_
  8. Nature of the construction work:  
\_\_\_\_\_
  9. Expected commencement date: \_\_\_\_\_
  10. Expected completion date: \_\_\_\_\_
  11. Estimated maximum number of persons on the construction site: \_\_\_\_\_
  12. Planned number of contractors on the construction site accountable to principal contractor:  
\_\_\_\_\_
  13. Name(s) of contractors already chosen:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
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.

# SAMPLE AGREEMENT BETWEEN CONTRACTOR AND COMMUNITY LIAISON OFFICER (CLO)

Construction Contract No.: SSC WC Q24 (2022/2023) DALRRD

**PROJECT:**

THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF 1.6KM FENCE FOR THE NDULI PIGGERY IN CERES, SITUATED IN WITZENBERG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE

AGREEMENT made between the CONTRACTOR and the Community Liaison Officer, hereafter referred to as the CLO, for the appointment and employment of CLO for the duration of the work in respect of the above-named construction contract.

**1. The parties have agreed that:**

**4**

The CLO will be employed by the Contractor on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

**2. The duties of the Community Liaison Officer shall be:**

**5**

- a) to keep the community informed on the progress of the project;
- b) to keep the Contractor informed on relevant Community affairs and possible grievances;
- c) to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- d) to assist the Contractor's supervisory staff in the management of the workers.

**3. The following conditions of employment shall apply:**

**6**

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday, the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
  - (i) 9¼ hours per day
  - (ii) 45 hours per week;
  - (iii) 5 days per week;
  - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
  - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage. If the site works later than 1 p.m., the CLO will be paid the full daily wage.

**3.5 Workers and the CLO will not be permitted to work under conditions of:**

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stay-aways.

**3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:**

- (i) undisciplined or unruly behaviour;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) wilful or negligent damage to or loss of machines or equipment.

**SSC WC Q24 (2022/2023) DALRRD: APPOINTMENT OF A CONTRACTOR FOR SUPPLY, DELIVERY, AND INSTALLATION OF 1.6KM FENCE FOR THE NDULI PIGGERY IN CERES, SITUATED IN WITZENBERG LOCAL MUNICIPALITY IN THE WESTERN CAPE PROVINCE**

