



University of Venda

# UNIVERSITY OF VENDA

## CONSTRUCTION OF NEW HUMANITIES PARKING

**TENDER NO : IN/23/2023**

**Grading : 5GB,CE or Higher**

University of Venda  
PRIVATE BAG X5050  
THOHOYANDOU  
LIMPOPO PROVINCE  
Contact:  
Email: [univen.tenders@univen.ac.za](mailto:univen.tenders@univen.ac.za)

**Tender Name:** .....

.

**CIDB Grading:** .....

**CIDB Registration Number:** .....

**Total of the prices inclusive of value added tax: R** .....

**Amount in words:** .....

.....

**UNIVERSITY OF VENDA**  
**CONSTRUCTION OF NEW HUMANITIES PARKING**

**TENDER NO : IN/23/2023**

## **Contents**

**Number | Heading**

### **The Tender**

#### **Part T1: Tendering procedures**

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Annexure C: Standard Conditions of Tender

#### **Part T2: Returnable schedules**

T2.1	List of Returnable Documents
T2.2	Returnable Schedules to be completed by Tender

### **The Contract**

#### **Part C1: Agreements and Contract Data**

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee
C1.4	Agreement in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993
C1.5	Agreement with Adjudicator

#### **Part C2: Pricing data**

C2.1	Pricing Instructions
C2.2	Bill of Quantities

#### **Part C3: Scope of Work**

C3.1	Description of Works
C3.2	Engineering
C3.3	Procurement Policy
C3.4	Construction
C3.5	Management

#### **Part C4: Procurement Policy and House rules**

#### **Part C5: Site information**

C5.1	Locality Plan
C5.2	Tender Drawings



**UNIVERSITY OF VENDA**  
**CONSTRUCTION OF NEW HUMANITIES PARKING**  
**TENDER NO : IN/23/2023**

**PART T1: TENDERING PROCEDURES**

<b>TABLE OF CONTENTS</b>		<b>Page</b>	<b>Color</b>
<b>T1.1:</b>	<b>TENDER NOTICE AND INVITATION TO TENDER .....</b>	<b>T.2</b>	<b>White</b>
<b>T1.2:</b>	<b>TENDER DATA .....</b>	<b>T.3</b>	<b>Pink</b>
<b>T1.3:</b>	<b>STANDARD CONDITIONS OF TENDER</b>	<b>T.11</b>	<b>Pink</b>

# T1.1: TENDER NOTICE AND INVITATION TO TENDER



University of Venda

## CONSTRUCTION OF NEW HUMANITIES PARKING

The University of Venda, Limpopo, invites Tenders for the CONSTRUCTION OF NEW HUMANITIES PARKING

Tenderers should have a CIDB contractor grading designation of **Grade 5GB,CE or Higher**

Tenderers must be registered with the CIDB in a **Civil Engineering** class of construction works.

Preferences are offered to Tenderers who have a B-BBEE Status Level of Contribution.

Tender documents can be downloaded from the University website

Tenderer's must e-mail the proof of payment bearing their company name as reference to [univen.tenders@univen.ac.za](mailto:univen.tenders@univen.ac.za) when requesting tender document.

**Tender documents to be submitted at the tender box situated at the University of Venda Main Entrance Gate.**

A non-refundable mandatory tender deposit as per advert is **Payable**, proof of deposit is required on collection of the tender documents.

Account details are as follows:

Bank : ABSA  
Account Name : UNIVEN Tender Deposits  
Account Number : 1 000 000 538  
Reference : 00015615

Administrative, tender document and procurement enquiries can be directed to [univen.tenders@univen.ac.za](mailto:univen.tenders@univen.ac.za)

The closing time for receipt of tenders is as per the tender advert. No late, faxed or telephonic Tenders will be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

No enquiries will be entertained after the 11 November 2023 @ 16h30

**INSERT ADVERT HERE**

# CONSTRUCTION OF NEW HUMANITIES PARKING

TENDER NO : IN/23/2023

## T1.2: TENDER DATA

This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and August 2019, Vol. 650 of 2019 in Government Gazette No 42622 of 08 August 2019 - See [www.cidb.org.za](http://www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. In the interpretation of any ambiguity or inconsistency between the Tender Data and the Standard Conditions of Tender, the Tender Data shall have precedence.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause number	Tender Data
<b><u>EMPLOYER</u></b> <b>C.1.1</b>	<p>The "Employer" for this Contract is: <b>The UNIVERSITY OF VENDA.</b></p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>University of Venda, <b>Main Administration Building, Mphephu drive, Thohoyandou, 0950.</b> <b>Email:</b> <a href="mailto:univen.tenders@univen.ac.za">univen.tenders@univen.ac.za</a></p> <p>The Employer's address for communication relating to this project is: <b>Main Administration Building, Mphephu drive, Thohoyandou, 0950.</b></p>
<b><u>TENDER DOCUMENTS</u></b> <b>C.1.2</b>	<p>"The following documents form part of this Tender:</p> <p><b><u>TENDER</u></b></p> <p>Part T1: Tendering Procedures</p> <p>Part T2: Returnable Documents</p> <p><b><u>CONTRACT</u></b></p> <p>Part C1: Agreements and Contract Data</p> <p>Part C2: Pricing Data</p> <p>Part C3: Scope of Work</p> <p>Part C4: Procurement Policy and House Rules</p> <p>Part C5: Site Information</p>

Clause number	Tender Data
	<p><b><u>DRAWINGS</u></b></p> <p>The book of drawings is attached at the back of this document.</p> <p>The Tender document with the drawings shall be obtained from the Employer stated in the Tender notice, upon payment of the deposit stated.</p>
<p><b><u>EMPLOYER'S AGENT</u></b> <b><u>C1.4</u></b></p>	<p><b>Communication and the Employer's agent is:</b></p> <p>Any enquiry regarding this Tender invitation and specification shall be submitted in writing to <a href="mailto:univen.tenders@univen.ac.za">univen.tenders@univen.ac.za</a> with Tender number as reference or subject. Writing shall be in the English language</p>
<p><b>C.1.5</b></p>	<p><b>The Employer's right to accept or reject any Tender offer</b></p> <ul style="list-style-type: none"> <li>• The Employer reserves the right to award the Tender on the basis of Tenders submitted, or to negotiate a contract price with a particular Tender, alternatively to call for fresh Tenders.</li> <li>• The successful Tenderer will be required to allow University personnel to carry out reference checks about his/her performance elsewhere before a tender is awarded.</li> <li>• Univen discloses to Tenderers that all contracts shall have rotation of contracts amongst suppliers</li> <li>• The Employer further reserves the rights to: <ul style="list-style-type: none"> <li>○ Extend the closing date through the same medium of communication used for invitation</li> <li>○ Extend Tender validity period before the expiry date of the original validity period. This will be done in writing to all Tenderers.</li> <li>○ Verify any information contained in the Tender proposal/submission</li> <li>○ Request any further documentary proof regarding any declaration</li> <li>○ Award this Tender as a whole or in part</li> <li>○ Cancel or withdraw this Tender as a whole or in part at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Tenderer</li> <li>○ Reduce or increase the total quantity of items required in the Tender</li> <li>○ Reject incomplete Tenders; Tenders received late or conditional Tenders.</li> <li>○ Reject tenders that are in default or found to be listed National list of defaulters.</li> </ul> </li> </ul>
<p><b><u>TENDERER'S OBLIGATIONS</u></b></p> <p><b><u>Eligibility</u></b> <b><u>C.2.1</u></b></p>	<p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submission, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with regulation 25 (1B) OR 25(7A) of the Construction Industry Development Regulations, for a <b>5 CE or Higher</b> Class of construction work, are eligible to have their Tender evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with the CIDB;</li> <li>2. The lead partner has a contractor grading designation in the <b>Grade 5GB or CE or Higher</b> class of construction work; or not lower than one level below the required grading designation in the class of construction works under considerations and possess the required recognition status.</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>Grade 5 GB or CE or Higher</b> class of construction work or value determined in accordance with regulation 25 (1B) OR 25(7A) of the Construction Industry Development Regulations.</li> </ol>



Clause number	Tender Data
<b><u>Site Visit and Clarification Meeting</u></b> <b>C.2.7</b>	Refer to the Tender notice
<b><u>Insurance</u></b> <b>C.2.9</b>	No insurance cover will be provided by the Employer
<b>C.2.10</b>	<p><b>Pricing the Tender offer</b></p> <p>(a) <u>Value Added Tax</u></p> <ul style="list-style-type: none"> <li>• The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.</li> <li>• The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.</li> <li>• Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderer's liability with the South African Revenue Services is effective.</li> </ul>
<b>C.2.11</b>	<p><b>Alterations to document</b></p> <p>A Tender offer shall not be considered if alterations have been made to the forms of Tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.</p> <p>If the Tenderer considers that any of the Tender documents are deficient in any respect and require clarification, or if any words or figures are indistinct or ambiguous, or should Tenderers have any queries regarding this document they may contact by e-mail only to the Employer indicated in C1.1 above.</p> <p>Telephone discussions shall only be permitted in order to clarify written queries. No unauthorized alteration, addition or note entered by Tenderer in Tender documents shall modify the printed text.</p>
<b><u>Alternative Tender Offers</u></b> <b>C. 2.12</b>	No alternative offers will be considered.
<b><u>Submitting a Tender Offer</u></b> <b>C2.13</b>  <b>C.2.13.1</b>	<p><u>Whole of the Works</u></p> <p>Tenderers shall offer to provide for the whole of the Works identified</p>
<b>C.2.13.2</b>	<p><u>Original Tender documents</u></p> <p>The original Tender document, issued to the Tenderer, shall be submitted in its entirety. No copies are required.</p> <p>All returnable documents clearly marked with the Project number and the name of the Tenderer must be in a separate file, clearly indexed and separated by marked sheets.</p>
<b>C.2.13.5</b>	<p><u>Marking of Tender Submissions</u></p> <p>The complete Tender documents shall be enclosed and sealed in a single envelope, marked: <b>“TENDER NO: IN/23/2023: CONSTRUCTION OF NEW HUMANITIES PARKING”).</b></p> <p>The Employer's address for delivery of Tender offers to be shown on each tender submission package is the Tender box located at:</p> <p><b>University of Venda: Main Entrance Gate, Mpephu drive, Thohoyandou, 0950.</b></p>

Clause number	Tender Data
<b>C.2.13.6</b>	<p><u>Two envelope system</u></p> <p>A two-envelope procedure will not be followed</p>
<b>C.2.15</b>	<p><u>Closing Time</u></p> <p>The closing time for submission of Tender Offers is as stated on the Tender notice. No late, faxed or telephonic Tenders will be accepted.</p> <p>No tender will be considered after the closing date and time.</p>
<b>C.2.16</b>	<p><u>Tender offer validity</u></p> <p>The Tender Offer validity period is 120 (One hundred and twenty days) days from the closing time for submission of Tenders.</p>
<b>C.2.18.1</b>	<p><u>Provide other Material</u></p> <p>Upon request by the Employer, the Tender shall promptly supply any other material that has a bearing on the tender offer, the Tenderer's commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Tenderer not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive.</p>
<b>C.2.19</b>	<p><u>Inspections, tests and analysis</u></p> <p>Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.</p>
<b>C.2.22</b>	<p><u>Return of Tender documents</u></p> <p>Not applicable.</p>
<b>C.2.23</b>	<p><u>Certificates</u></p> <p>The Tenderer is required to submit with his Tender an original valid Tax Clearance Certificate issued by the South African Revenue Services ("SARS"), certifying that the Tenderer's taxes are in order. <u>This must be submitted with the Tender in order to be considered. The tenderer must also submit with the Tender a letter of good standing from Compensation Commissioner or FEMA and any other documents mentioned in these Tender data.</u></p>
<b><u>EMPLOYER'S UNDERTAKING</u></b>	
<b>C.3.1</b>	<p><u>Respond to clarification</u></p> <p>Enquiries shall only be entertained until 5 working days before the closing date of the tender.</p>
<b><u>Opening of Tender Submissions</u></b> <b>C.3.4</b>	<p>Properly sealed Tenders shall be addressed and hand delivered as stated in the Tender advert. Due to Covid 19 regulation there will be no opening of tender to public. Tender opening registers will be uploaded on the Univen website www.univen.ac.za after the closing date the tender.</p>
<b>C.3.5</b>	<p><b>Two-envelope system</b></p> <p>The two-envelope system will not apply to this Tender</p>
<b><u>Arithmetical Errors</u></b> <b>C.3.9.1</b>	<p>Delete paragraphs (b) and (c) of C.3.9.1 and replace with:</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error</p>

Clause number	Tender Data
	<p>in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, such error will be corrected by the Employer in determining the Contract Price.</p> <p>d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorized work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorized Provisional Sums and items of extra work as have become payable in terms of the Contract Data.</p>
C.3.11	<p><b><u>Evaluation of Tender Offers</u></b></p> <p>Tenders will be evaluated on quality, price and preference It is important that the relevant information is included to enable the Tender to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original Tender document will render the Tender non-responsive. Failure to comply with the requirements will result in the Tender being disqualified.</p> <p><b>The Tender evaluation will be conducted as follows:</b></p> <p><b>1(a) First (Administrative/ Mandatory Requirements)</b> Tenderers will be checked for compliance with Tender conditions and administrative responsiveness. Non-compliance with any of the requirements will render the Tender non- responsive and it will not be carried forward to the next stage. (refer to 2(a) in the Page that follows).</p> <p><b>1(b) Second (Functionality)</b> The Tenderer's experience, staffing and methodology will be evaluated. Each Tender will be assessed and awarded points for Functionality. Failure to achieve 70 percent out of the 100 percent for Functionality will render the tender non-responsive.</p> <p>Only Tenderers that score the specified minimum number of percentage points for Functionality will be deemed to be acceptable and carried forward to the next stage. The rest will be disqualified. The points for functionality will not be carried forward to the remainder of the evaluation. (refer to 2(b) in the page that follows).</p> <p><b>1(c) Third</b> Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20. (refer to 2(c) in the page that follows).</p> <p><b>1(d) Fourth</b> Points for specific goals will be awarded in accordance with the status level of contribution. refer to 2(d) in the page that follows).</p> <p><b>1(e) Final</b> The Tenderer will be awarded to the short-listed Tenderer who has scored the highest points for price, Quality/Functionality and specific goals. However, the highest Tenderer would not necessarily have to be appointed by Univen and Univen as such reserves the right to appoint any or no one at all. Refer to (2e) in the page that follows)</p>

Clause number	Tender Data
	<p><b>2(a) Compliance with Tender Conditions and other Requirements</b></p> <p>The Tenderer will be checked to ensure that they comply with the Tender Conditions and all other requirements of the project document. In particular, the following Mandatory documentation must be included in the Tender:</p> <p>A1 Partnerships / Joint venture (JV) to attached partnership / joint venture agreement and any related document that makes a legally formed JV and signed JV agreement.</p> <p><b>A2</b> Fully Initialled &amp; Completed all tender document pages where necessary.</p> <p><b>A3</b> Compulsory briefing session</p> <p><b>A4</b> Certificate of Authority for Signature (Board Resolution letter or Proxy letter)</p> <p><b>A5</b> Copies of Qualifications, ID and CVs of Key Personnel (Contracts Manager, Site Agent, General Foreman and Health and Safety Officer)</p> <p><b>A6</b> Proof of CIDB registration certificate, Joint Venture combined CIDB certificate must be submitted.</p> <p><b>A7</b> CSD detailed/registration report reflecting a date of two weeks before the closing date of the tender</p> <p><b>A8</b> All Identity documents of Owners / Directors / Members / Shareholders</p> <p><b>A9</b> Audited Annual Financial Statements not older than three years If the company is required by law to be audited or independently reviewed If the company is not required by law to be audited, please provide us with a letter from a registered accountant stating that you are not required to be audited and the reasons thereof</p> <p><b>A10</b> Bank rating letter</p> <p><b>A11</b> Valid SARS Tax pin</p> <p><b>A12</b> Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g., Letter of Good Standing</p> <p><b>A13</b> Proof of Tender Document Purchase</p> <p><b>A14</b> Current and previous project profile – Experience indicating the following:</p> <ul style="list-style-type: none"> <li>• Project name and description</li> <li>• Client representative and contact Cell phone and telephone</li> <li>• Project final contract amount</li> <li>• Project start and completion date (month and year)</li> <li>• Project site / location</li> </ul> <p><b>A15</b> Signed declaration of interest (Conflict of Interest)</p> <p><b>A16</b> Comprehensive company or entity business profile</p> <p>Failure to comply with the Tender Conditions or to supply the necessary information at Tender closure <b><u>WILL</u></b> result in the Tender being rejected. Non submission of any of the forms listed above will result in the Tender being rejected as non-responsive.</p> <p><b>2(b) Second Stage in Evaluation: Quality or Functionality: Points System</b></p> <p>A brief description of the scoring system is given below. A tabulated score sheet which will be used in the evaluation is as shown below.</p> <p>The tenderer must be able to demonstrate that he understands the project and the various tasks required. Innovative solutions will be viewed favorably. For a definition of all terms, refer to Scope of Works. Tenderers' submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the Tender requirements:</p> <ol style="list-style-type: none"> <li>I. Organogram and CV's for key personnel</li> <li>II. Project Programme, indicating the work to be done, how it will be executed and managed. It is a requirement that the same personnel provided during tender stage be provided during construction. Where the identified personnel are no longer in the employ of the tenderer, University of Venda reserves the right to request personnel with similar experience or more. In case of failure to provide, University of Venda reserves the right to terminate the contract.</li> <li>III. Capability statement of the company with regard to this type of work in general, and the specifications of this Tender in particular. Provide project descriptions of similar completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar projects in South Africa for similar Water authorities in the past 5 years. Provide contact details of employers for these projects. Points will be awarded for each project completed that is at least one grading lower than the CIDB grading called for this</li> </ol>

Clause number	Tender Data																																																																																							
	<p>project. Only reference letter in the letter head of the institution providing reference will be accepted.</p> <p>IV. Plant and equipment: Indicate own and hired equipment, clearly indicating equipment to be used specifically for this project.</p> <p>It is important that the tenderer provides information as requested as this information will be used for functionality in which a minimum of 70 percent must be scored to move to the next stage of evaluation. The scoring will be according to the table below:</p>																																																																																							
	<table border="1"> <thead> <tr> <th colspan="3" data-bbox="347 551 1487 584"><b>Company Experience</b></th> </tr> <tr> <th colspan="3" data-bbox="347 584 1487 636"><i>(Positive reference (Testimonial) letters in the letter head of the institution concern i.e., the Employer need to be attached for functionality points scoring, otherwise no points will be allocated).</i></th> </tr> <tr> <th data-bbox="347 636 794 701">Project value:</th> <th data-bbox="794 636 1232 701">Number of projects executed</th> <th data-bbox="1232 636 1487 701">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td data-bbox="347 701 794 739">Less than R 1 000 000.00</td> <td data-bbox="794 701 1232 739">1 or more</td> <td data-bbox="1232 701 1487 739">0</td> </tr> <tr> <td data-bbox="347 739 794 842" rowspan="3">Equal or over R 1 000 000. 00 but less than R 2 000 000.00</td> <td data-bbox="794 739 1232 777">1</td> <td data-bbox="1232 739 1487 777">5</td> </tr> <tr> <td data-bbox="794 777 1232 815">2</td> <td data-bbox="1232 777 1487 815">10</td> </tr> <tr> <td data-bbox="794 815 1232 853">3 or more</td> <td data-bbox="1232 815 1487 853">15</td> </tr> <tr> <td data-bbox="347 853 794 916" rowspan="2">Equal or over R 2 000 000. 00 but less than R 3 000 000.00</td> <td data-bbox="794 853 1232 891">1</td> <td data-bbox="1232 853 1487 891">15</td> </tr> <tr> <td data-bbox="794 891 1232 929">2 or more</td> <td data-bbox="1232 891 1487 929">20</td> </tr> <tr> <td data-bbox="347 929 794 981">Equal or over R 3 000 000. 00 but less than R 4 000 000.00</td> <td data-bbox="794 929 1232 981">1 or more</td> <td data-bbox="1232 929 1487 981">20</td> </tr> <tr> <td data-bbox="347 981 794 1043">Equal or over R 4 000 000. 00 but less than R 5 000 000.00</td> <td data-bbox="794 981 1232 1043">1 or more</td> <td data-bbox="1232 981 1487 1043">25</td> </tr> <tr> <td data-bbox="347 1043 794 1081">Over R 5 000 000. 00</td> <td data-bbox="794 1043 1232 1081">1 or more</td> <td data-bbox="1232 1043 1487 1081">30</td> </tr> <tr> <td colspan="2" data-bbox="794 1081 1232 1115" style="text-align: right;"><b>SUB TOTAL</b></td> <td data-bbox="1232 1081 1487 1115"><b>30</b></td> </tr> <tr> <th colspan="3" data-bbox="347 1149 1487 1182"><b>Management and Key Staff</b></th> </tr> <tr> <th colspan="2" data-bbox="347 1182 1232 1267"><b>Previous Experience</b> <i>CV's with Contactable reference must be attached as sources of Evidence otherwise no evaluation points will be allocated)</i></th> <th data-bbox="1232 1182 1487 1267">Maximum number of points</th> </tr> <tr> <td colspan="2" data-bbox="347 1301 1232 1335"><b>Contracts Manager</b></td> <td data-bbox="1232 1301 1487 1335"></td> </tr> <tr> <td colspan="2" data-bbox="347 1335 1232 1373">Less than 10 Yrs. relevant Exp.</td> <td data-bbox="1232 1335 1487 1373">0</td> </tr> <tr> <td colspan="2" data-bbox="347 1373 1232 1411">Equal or more than 10 Yrs. but less than 15 Yrs. relevant Exp.</td> <td data-bbox="1232 1373 1487 1411">5</td> </tr> <tr> <td colspan="2" data-bbox="347 1411 1232 1449">Equal or more than 15 Yrs. relevant Exp.</td> <td data-bbox="1232 1411 1487 1449">10</td> </tr> <tr> <td colspan="2" data-bbox="347 1480 1232 1514"><b>Construction Manager</b></td> <td data-bbox="1232 1480 1487 1514"></td> </tr> <tr> <td colspan="2" data-bbox="347 1514 1232 1552">Less than 5 Yrs. relevant Exp.</td> <td data-bbox="1232 1514 1487 1552">0</td> </tr> <tr> <td colspan="2" data-bbox="347 1552 1232 1590">Equal or more than 5 Yrs. but less than 10 Yrs. relevant Exp.</td> <td data-bbox="1232 1552 1487 1590">5</td> </tr> <tr> <td colspan="2" data-bbox="347 1590 1232 1628">Equal or more than 10 Yrs. relevant Exp.</td> <td data-bbox="1232 1590 1487 1628">10</td> </tr> <tr> <th colspan="2" data-bbox="347 1659 1232 1767"><b>Key Personnel Qualifications</b> <i>(Certified copies of Professional registration and Academic Qualification certificates not older than Three Months must be attached as sources of Evidence, otherwise no evaluation points will be allocated)</i></th> <th data-bbox="1232 1659 1487 1767">Maximum number of points</th> </tr> <tr> <td colspan="2" data-bbox="347 1771 1232 1805"><b>Contracts Manager</b></td> <td data-bbox="1232 1771 1487 1805"></td> </tr> <tr> <td colspan="2" data-bbox="347 1805 1232 1843">No relevant Qualification nor Professionally Registered</td> <td data-bbox="1232 1805 1487 1843">0</td> </tr> <tr> <td colspan="2" data-bbox="347 1843 1232 1881">National Diploma in Civil Engineering with no professional registration</td> <td data-bbox="1232 1843 1487 1881">2</td> </tr> <tr> <td colspan="2" data-bbox="347 1881 1232 1919">National Diploma in Civil Engineering with professional registration (Pr. Techni)</td> <td data-bbox="1232 1881 1487 1919">5</td> </tr> <tr> <td colspan="2" data-bbox="347 1919 1232 1957">BTech/B.Sc./BEng in Civil Engineering or Higher with no professional registration</td> <td data-bbox="1232 1919 1487 1957">10</td> </tr> <tr> <td colspan="2" data-bbox="347 1957 1232 2013">BTech/B.Sc./BEng in Civil Engineering or Higher with professional registration (Pr. Tech/ Pr. Eng.)</td> <td data-bbox="1232 1957 1487 2013">15</td> </tr> </tbody> </table>	<b>Company Experience</b>			<i>(Positive reference (Testimonial) letters in the letter head of the institution concern i.e., the Employer need to be attached for functionality points scoring, otherwise no points will be allocated).</i>			Project value:	Number of projects executed	Maximum number of points	Less than R 1 000 000.00	1 or more	0	Equal or over R 1 000 000. 00 but less than R 2 000 000.00	1	5	2	10	3 or more	15	Equal or over R 2 000 000. 00 but less than R 3 000 000.00	1	15	2 or more	20	Equal or over R 3 000 000. 00 but less than R 4 000 000.00	1 or more	20	Equal or over R 4 000 000. 00 but less than R 5 000 000.00	1 or more	25	Over R 5 000 000. 00	1 or more	30	<b>SUB TOTAL</b>		<b>30</b>	<b>Management and Key Staff</b>			<b>Previous Experience</b> <i>CV's with Contactable reference must be attached as sources of Evidence otherwise no evaluation points will be allocated)</i>		Maximum number of points	<b>Contracts Manager</b>			Less than 10 Yrs. relevant Exp.		0	Equal or more than 10 Yrs. but less than 15 Yrs. relevant Exp.		5	Equal or more than 15 Yrs. relevant Exp.		10	<b>Construction Manager</b>			Less than 5 Yrs. relevant Exp.		0	Equal or more than 5 Yrs. but less than 10 Yrs. relevant Exp.		5	Equal or more than 10 Yrs. relevant Exp.		10	<b>Key Personnel Qualifications</b> <i>(Certified copies of Professional registration and Academic Qualification certificates not older than Three Months must be attached as sources of Evidence, otherwise no evaluation points will be allocated)</i>		Maximum number of points	<b>Contracts Manager</b>			No relevant Qualification nor Professionally Registered		0	National Diploma in Civil Engineering with no professional registration		2	National Diploma in Civil Engineering with professional registration (Pr. Techni)		5	BTech/B.Sc./BEng in Civil Engineering or Higher with no professional registration		10	BTech/B.Sc./BEng in Civil Engineering or Higher with professional registration (Pr. Tech/ Pr. Eng.)		15
<b>Company Experience</b>																																																																																								
<i>(Positive reference (Testimonial) letters in the letter head of the institution concern i.e., the Employer need to be attached for functionality points scoring, otherwise no points will be allocated).</i>																																																																																								
Project value:	Number of projects executed	Maximum number of points																																																																																						
Less than R 1 000 000.00	1 or more	0																																																																																						
Equal or over R 1 000 000. 00 but less than R 2 000 000.00	1	5																																																																																						
	2	10																																																																																						
	3 or more	15																																																																																						
Equal or over R 2 000 000. 00 but less than R 3 000 000.00	1	15																																																																																						
	2 or more	20																																																																																						
Equal or over R 3 000 000. 00 but less than R 4 000 000.00	1 or more	20																																																																																						
Equal or over R 4 000 000. 00 but less than R 5 000 000.00	1 or more	25																																																																																						
Over R 5 000 000. 00	1 or more	30																																																																																						
<b>SUB TOTAL</b>		<b>30</b>																																																																																						
<b>Management and Key Staff</b>																																																																																								
<b>Previous Experience</b> <i>CV's with Contactable reference must be attached as sources of Evidence otherwise no evaluation points will be allocated)</i>		Maximum number of points																																																																																						
<b>Contracts Manager</b>																																																																																								
Less than 10 Yrs. relevant Exp.		0																																																																																						
Equal or more than 10 Yrs. but less than 15 Yrs. relevant Exp.		5																																																																																						
Equal or more than 15 Yrs. relevant Exp.		10																																																																																						
<b>Construction Manager</b>																																																																																								
Less than 5 Yrs. relevant Exp.		0																																																																																						
Equal or more than 5 Yrs. but less than 10 Yrs. relevant Exp.		5																																																																																						
Equal or more than 10 Yrs. relevant Exp.		10																																																																																						
<b>Key Personnel Qualifications</b> <i>(Certified copies of Professional registration and Academic Qualification certificates not older than Three Months must be attached as sources of Evidence, otherwise no evaluation points will be allocated)</i>		Maximum number of points																																																																																						
<b>Contracts Manager</b>																																																																																								
No relevant Qualification nor Professionally Registered		0																																																																																						
National Diploma in Civil Engineering with no professional registration		2																																																																																						
National Diploma in Civil Engineering with professional registration (Pr. Techni)		5																																																																																						
BTech/B.Sc./BEng in Civil Engineering or Higher with no professional registration		10																																																																																						
BTech/B.Sc./BEng in Civil Engineering or Higher with professional registration (Pr. Tech/ Pr. Eng.)		15																																																																																						

Clause number	Tender Data		
	<b>Construction Manager</b>		
	No relevant Qualification		0
	Technical Certificate (N6 Electrical/Mechanical Engineering)		5
	National Diploma in Civil Engineering or Higher with no professional registration		10
	National Diploma in Civil Engineering with professional registration (Pr. Techni)		15
	<b>SUB TOTAL</b>		<b>50</b>
	<b>Available Plant</b> <i>(Registration documents of Plant or Letter of intent to rent out relevant Plant from a reputable Plant Hire Company)</i>	<b>Number of Relevant plant available</b>	<b>Maximum number of points</b>
	1. TLB (x1)	Less than 1 relevant plant available	0
	2. Excavator (x1)	1 to 4 relevant plant Available	4
	3. Vibratory Roller (x1)	5 to 6 relevant plant Available	8
	4. Dumpy level (x1)	7 and above relevant plant available	10
	5. Concrete Mixer (x2)	<b>Note: Half a point will be allocated for each plant indicated a leased</b>	
	6. 10m <sup>3</sup> tipper Truck (x2)		
	<b>SUB TOTAL</b>		<b>10</b>
	<b>Programme of Works</b>		<b>Maximum number of points</b>
	Rational with relevant activities with clear Milestones		5
	Cashflow projections follow a typical Construction Project		5
		<b>SUB TOTAL</b>	<b>10</b>
		<b>TOTAL</b>	<b>100</b>
	<p><b>2(c) Fourth Stage in Evaluation: Price</b></p> <p><b>The following must be completed in full</b></p> <ul style="list-style-type: none"> <li>* The pricing schedules</li> <li>* The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated.</li> </ul> <p>A total of 80 points will be awarded to the Tender with the lowest balanced price. The other Tenderers will be awarded points based on the ratio of the price under consideration to the lowest price.</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>where</p> <p>P<sub>s</sub> = Points scored for comparative price of Tender under consideration</p> <p>P<sub>t</sub> = Comparative price of Tender under consideration</p> <p>P<sub>min</sub> = Comparative price of lowest acceptable Tender</p> <p><b>2(d) Fifth Stage in Evaluation: SPECIFIC GOAL (Ph)</b></p> <p>The Tenderers will then be evaluated in terms of the Construction industry scorecard and the PPPFA regulation 40553 issued on 04 November 2022 with the values of Ph indicated as the number of points shown below.</p> <p>FOR specific goal EVALUATION: Kindly submit as indicated on the specific goal table.</p>		

Clause number	Tender Data			
	<b>Preferential /specific goals.</b>	<b>Number of points allocated (80/20 system)</b>	<b>Means of verification</b>	<b>Supplier name/firm</b>
	Black People	6	CSD report and copy of company CIPC registration certificate	
	Women	4	CSD report	
	Persons with Disability	2	Original or Certified Copy of certificate/confirmation of Disability Status	
	Youth	3	CSD report	
	Enterprises located in Limpopo Province	5	Recent Municipal account or Local Authority Letter for confirmation of Local Address (not older than 3 months)	
	<b>Total score</b>	<b>20</b>		
	<p><b>2(e) Final Stage in Evaluation: Calculation of Final Total Points (Financial offer, Quality and Preference)</b></p> <p>The final score or final total points for each tender will be calculated by adding the scores from the calculations using the formula below.</p> $W_m = W_3 \times \frac{(1+(S-S_m))}{S_m}$ <p>where</p> <p><math>W_3</math> = the number of tender evaluation points for quality and financial offer and equals 80</p> <p><math>S</math> = the sum of score for quality and financial offer of the submission under consideration</p> <p><math>S_m</math> = sum of the score for quality and financial offer of the submission scoring the highest number of points</p> <p>Formula for combining quality and financial offer</p> $T_{EV} = N_{FO} + N_P$ <p>where</p> <p><math>N_{FO}</math> = the number of tender evaluation points awarded for the financial offer</p> <p><math>N_P</math> = is the number of tender evaluation points awarded for preferences claimed</p>			
<p><b><u>ACCEPTANCE OF TENDER OFFER</u></b> <b>C.3.13</b></p>	<p><b>Tender offers will only be accepted on condition that:</b></p> <ol style="list-style-type: none"> <li>Tenderers have met all Tender conditions and administrative responsiveness requirements. (Refer Clause C3.11 2(a).)</li> <li>tenderer has obtained at least sixty (70) percentage points for Functionality. (refer to Clause C3.11. 2(b))</li> <li>Parties to the Contract (i.e. Employer and the tenderer) agreeing on mutually acceptable contractual terms and conditions failure which the Employer reserves the right to appoint an alternative tender.</li> </ol>			
<p><b><u>PROVIDE COPIES OF THE</u></b></p>	<p>The number of paper copies of the signed Contract to be provided by the Employer to the successful Tender is <b>one</b></p>			

Clause number	Tender Data
<b><u>CONTRACT DOCUMENT C.3.17</u></b>	
<b>FTM Special No.1 SMME's:</b>	It is a requirement of <b>this contract that participation in the contract must be granted to local SMME companies</b> . Local is defined as "having their head office within the Limpopo Province boundaries Starting from Thulamela, followed by Vhembe District Municipality and the Provincial". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for participation is <b>fifteen percent (15%)</b> of the total contract value. This can be achieved through either one or more sub-contractors.
<b>FTM Special No.2 Labour Content:</b>	The minimum Labour content for this project shall be 10% OF THE CONTRACT VALUE.

I/We acknowledge that I/we am/are fully acquainted with the contents of the Condition of Tender and that I/we accept the conditions in all respects.

I/We further confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Tender; that the amount(s) and rate(s) quoted cover all the work item(s) specified in the Tender documents and that the amount(s) and rate(s) cover all my/our obligations under resulting Contract and that I/we accept that any mistakes regarding amount(s) and calculations will be at my/our risk.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from acceptance of my/our Tender and that I/we elect domicilium citandi executandi in the Republic at:

.....  
**Company Name**

**Date** ..... **Signature(s) of Tenderer(s)**.....

**NB - If one person is authorized to sign the Tender on behalf of a company or partnership a written authority to do so must accompany the Tender.**



# CONSTRUCTION OF NEW HUMANITIES PARKING

TENDER NO : IN/23/2023

## T1.3: STANDARD CONDITIONS OF TENDER

(As contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement)

### 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 whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of 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 required for tender evaluation purposes, shall 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 fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration.

- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- 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;

#### **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 employer 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 engineering and construction works specified in the invitation;
- 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 invitation must be published in the same manner 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.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 at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, 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 revise their 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 submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**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.2.1 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 the 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 familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) 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 (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (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.

**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 must 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 must only be considered if 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 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 authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4** Where a tender submission is to be substituted, a tenderer must 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 C.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), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.  
Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

**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 and policies**

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 twenty-eight (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 (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender 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 (3) working 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 collected tender 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, number of points claimed for its BBEE status level 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 functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

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

**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 tenders are invited to 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>Quantitative 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 interests 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 conflicts 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 methods 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 risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **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.

# CONSTRUCTION OF NEW HUMANITIES PARKING

TENDER NO : IN/23/2023

## PART T2: RETURNABLE SCHEDULES

TABLE OF CONTENTS		Page	Color
T2.1:	LIST OF RETURNABLE DOCUMENTS.....	T.24	White
T2.2:	RETURNABLE SCHEDULES TO BE COMPLETED BY TENDERER.....	T.25	Yellow

## T2.1: LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

### 1. Returnable Schedules required only for Tender evaluation purposes

- A. Record of Addenda to Tender Documents
- B. Certificate of attendance at a tender site meeting
- C. Compulsory Supplier Questionnaire - Contractors
- D. Certificate of Authority for Signature
- E. Schedule of Plant and Equipment
- F. Schedule of Tenderers Similar References
- G. Schedule of Subcontractors
- H. Certified Qualifications, ID Copies and CVs of Key Personnel (Contracts Manager, Site Agent, General Foreman and Health and Safety Officer)
- I. Preliminary Construction Programme (in acceptable programme software, e.g. MS Projects, CCS)
- J. Proposed Amendments and Qualifications (Where applicable)
- K. Signed Joint Venture Agreement where applicable
- L. Copy of proof of registration with the Construction Industry Development Board (CIDB)
- M. Identity documents of Owners / Directors / Members / Shareholders (Certified Copies not older than three (3) months)
- N. Certified copy of contractor Registration for Incorporation or of Company Registration Document
- O. Closed Corporations to attach an Association Agreement
- P. Shareholders' Agreements / Share Certificates / Memorandum of Association for companies
- Q. Tenderer's Financial Standing
- R. Bank rating letter signed by the bank
- S. Valid Tax Clearance Certificate and Pin issued by the South African Revenue Services
- T. Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing
- U. Preference Claim Form in Terms of Preferential Procurement Regulation 2017 (SBD6.1)
- V. Contractor's Health and Safety Declaration
- W. Pro Forma Notification Form in Terms of The Occupational Health and Safety Act 1993, Construction Regulations 2014.
- X. Original Receipt as Proof of Valid Certificate for Purchasing the Tender Document
- Y. Conflict of Interest

### 2. Other documents that will be incorporated into the contract

- Z. Priced bill of quantities

### 3. The offer portions

- Part C1 Agreements and Contract Data
- Part C2 Pricing Data

# CONSTRUCTION OF NEW HUMANITIES PARKING

TENDER NO : IN/23/2023

## T2.2: RETURNABLE SCHEDULES TO BE COMPLETED BY TENDERER

A.	RECORD OF ADDENDA TO TENDER DOCUMENTS .....	27
B.	CERTIFICATE OF ATTENDANCE AT A TENDER SITE MEETING .....	28
C.	COMPULSORY SUPPLIER QUESTIONNAIRE – CONTRACTORS .....	29
D.	CERTIFICATE OF AUTHORITY OF AN ENTITY .....	40
E.	SCHEDULE OF PLANT AND EQUIPMENT.....	45
F.	SCHEDULE OF TENDERERS SIMILAR REFERENCE .....	46
G.	SCHEDULE OF PROPOSED SUB-CONTRACTORS .....	47
H.	KEY PERSONNEL.....	48
I.	PRELIMINARY CONSTRUCTION PROGRAMME .....	53
J.	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES .....	54
K.	JOINT VENTURE AGREEMENT BETWEEN PARTIES.....	56
L.	COPY OF REGISTRATION CERTIFICATE WITH CIDB .....	57
M.	IDENTITY DOCUMENTS OF OWNERS/DIRECTORS/MEMBERS/SHAREHOLDERS .....	58
N.	REGISTRATION CERTIFICATE OF AN ENTITY .....	59
O.	COPY OF ASSOCIATION AGREEMENT FOR CLOSED CORPORATIONS .....	60
P.	SHARE CERTIFICATES AND MEMORANDUM OF ASSOCIATION FOR COMPANIES .....	61
Q.	TENDERER'S FINANCIAL STANDING .....	62
R.	LETTER FROM THE BANK WITH RATING.....	63
S.	VALID TAX CLEARANCE CERTIFICATE AND SARS PIN .....	64
T.	COPY OF COIDA REGISTRATION CERTIFICATE .....	65
U.	PREFERENCE CLAIM FORM INTERMS OF PREFERENTIAL PROCUREMENT REGULATION 2017 (SBD6.1) .....	66
V.	CONTRACTOR'S HEALTH AND SAFETY DECLARATION.....	68
W.	PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, REGULATION 4 OF THE CONSTRUCTION REGULATIONS 2014 .....	70
X.	ORIGINAL RECEIPT AS PROOF OF VALID CERTIFICATE FOR PURCHASING THE TENDER DOCUMENT 71	
Y.	CONFLICT OF INTEREST .....	72
Z.	B-BBEE CERTIFICATE .....	74

### Tick sheet of returnable schedules: Mandatory

**Tick**

Record of Addenda to Tender Documents (If Applicable)	
Certificate of Attendance of Compulsory Briefing (To be provided and kept by the University)	
Compulsory Supplier Questionnaire - Contractors	
Certificate of Authority for Signature (Board Resolution letter or Proxy letter)	
Certified Qualifications, ID Copies and CVs of Key Personnel (Contracts Manager, Site Agent, General Foreman and Health and Safety Officer)	
Proposed Amendments and Qualifications (Where Applicable)	
Signed Joint Venture Agreement where applicable	
Copy of proof of registration with the Construction Industry Development Board (CIDB)	
Identity documents of Owners / Directors / Members / Shareholders (Certified Copies not older than three (3) months)	
Certified copy of contractor Registration for Incorporation or of Company Registration Document Closed Corporations to attach an Association Agreement Shareholders' Agreements / Share Certificates / Memorandum of Association for companies	
Audited Annual Financial Statements within 12 months of the current year	
Bank rating letter signed by the bank	
Valid Tax Clearance Certificate and Pin issued by the South African Revenue Services	
Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g., Letter of Good Standing	
Preferencing Schedule (Direct Preference)	
Contractor's Health and Safety Declaration	
Original Receipt as Proof of Valid Certificate for Purchasing the Tender Document	
Signed declaration of interest (Conflict of Interest)	
Initial all pages of tender document	
Complete and sign all relevant pages	

**A. RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer.

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

\* Attach additional pages if more space is required.

SIGNATURE: ..... IDENTITY NUMBER: .....

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

## B. CERTIFICATE OF ATTENDANCE AT A TENDER SITE MEETING

I .....of..... (Tenderer); Hereby confirm that we will be attending the briefing Session scheduled as per the Closed invitation received by our Company referenced **Tender Number IN/23/2023**

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

### Particulars of Nominated person(s) who will be attending the meeting:

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

Capacity: .....

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

I further confirm that should my/Our Company name be called during the roll call time and none of My/Our representative indicate his/her availability, it will then be regarded that the Company failed to attend to the Compulsory briefing session.

Signature by Company Authorised Rep: .....Date.....

**By signing below, attendance of the above person(s)/Company at the meeting is confirmed by the Employer's representative, namely:**

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

Capacity: ..... Date and Time: .....

## C. COMPULSORY SUPPLIER QUESTIONNAIRE – CONTRACTORS

***All supplier information will be treated strictly confidential.***

**NOTE:**

- a) The information required is mandatory.
- b) University of Venda reserves the right to conduct audits and investigations on any applicant or information supplied in this questionnaire.

### **BLACK ENTERPRISES**

The following is a guide on how University of Venda defines Black Enterprise Companies:

Definition:

'**Black**' means South African citizens who are Black, Indian or Coloured persons and EXCLUDES individuals belonging to such communities from any other country.

#### **Black Women-owned Enterprises (BWO):**

- At least 50% of the voting shares or interests are held and controlled by Black Women, and
- Black Women have contributed at least 50% of the required capital, and
- Black Women in the enterprise have not been given voting shares or interest just to capture or retain contracts, and
- Black Women participate in the day-to-day management and decision making of the enterprise. They necessarily have the aptitude and potential to understand all issues involved in the running of the enterprise including knowledge of the product and market within which their enterprise operates.
- In a joint venture, skill must be transferable to the Black Women entrepreneur, which means that the Black Women entrepreneur must have the required educational level and/or aptitude.



# SECTION A

## A1. BUSINESS INFORMATION

Title (Prof. / Dr / Mr. / Mrs. / Ms/) and Surname: \_\_\_\_\_  
(if sole proprietor)

**'Trading as' name of business:** \_\_\_\_\_  
(Contracts/order will be placed on this name and invoices must reflect it)

Previous name of the business (if applicable) \_\_\_\_\_

**Physical address of business:**

Building / complex name: \_\_\_\_\_

Street name and number: \_\_\_\_\_

Suburb: \_\_\_\_\_ City: \_\_\_\_\_

Code: \_\_\_\_\_ Country: \_\_\_\_\_

**Postal address of business:** (This is the address to which an Invitation to render services and orders/contracts must be sent to)

P O Box / Private Bag: \_\_\_\_\_ City/Town: \_\_\_\_\_ Code: \_\_\_\_\_

Telephone numbers of business: Code: \_\_\_\_\_ Number: \_\_\_\_\_

Accounts department (Tel no) Code \_\_\_\_\_ Number: \_\_\_\_\_

Contact person fax number: Code: \_\_\_\_\_ Number \_\_\_\_\_  
(Will be used by for electronic faxing of Request for Services, Contracts and Purchase Orders)

Business e-mail: \_\_\_\_\_

Your own business contact person/marketing representative name and telephone number:

\_\_\_\_\_

Business registration number (if applicable)

\_\_\_\_\_  
(In case of sole proprietor, please furnish identity number plus certified copy of identity documents)

Tax number of business: (if applicable) \_\_\_\_\_

VAT Registration number: (if applicable) \_\_\_\_\_

## A2. BANK INFORMATION:

Please attach an original cancelled Cheque or an original bank verification letter.

Bank: \_\_\_\_\_ Branch code: \_\_\_\_\_

Branch Location: \_\_\_\_\_

Account Holder: \_\_\_\_\_

Bank Account number: \_\_\_\_\_ Account type: \_\_\_\_\_

**All payments will be made electronically directly to your bank account.**

Kindly note that it will be your responsibility to inform the UNIVEN, in writing, of any changes in your banking details.

**(Kindly ensure that all the sections below are fully furnished)**

## SECTION B: EMPOWERMENT

### 1. EMPLOYMENT EQUITY

<b>B1. MANAGEMENT STRUCTURE</b>			
(Percentage of management on executive level in each of the following groups)			
<b>% Black</b>	<b>% Asian</b>	<b>% Coloured</b>	<b>% White</b>

<b>B2. PERCENTAGE OF TOTAL SHARES OWNED BY EACH OF THE FOLLOWING GROUPS</b> (Attach shareholders' Certificate)			
<b>% Black</b>	<b>% Asian</b>	<b>% Coloured</b>	<b>% White</b>
%	%	%	%
<b>% Black Female</b>	<b>% Asian Female</b>	<b>% Coloured Female</b>	<b>% White Female</b>
%	%	%	%
<b>% Black Disabled</b>	<b>% Asian Disabled</b>	<b>% Coloured Disabled</b>	<b>% White Disabled</b>
%	%	%	%

**B3. LIST OF ALL PARTNERS, PROPRIETORS AND SHAREHOLDERS.**  
(Attach shareholders' Certificate)

**B4. COMPLETE THE FOLLOWING INFORMATION FOR EACH PARTNER, PROPRIETOR, SHAREHOLDER, DIRECTOR AND OFFICER OF THE FIRM**  
(e.g. Chairman, Secretary, Director, etc.)

Name	Race	Gender M/F	Disabled Yes/No	% of time devoted to firm	Home Address

**(PLEASE ATTACH THE COMPANY'S EMPLOYMENT EQUITY TARGET FOR NEXT FIVE YEARS)**

**WHAT IS THE FIRM'S AVERAGE ANNUAL TURNOVER (EXCLUDING VAT)?**

**B5.**

R \_\_\_\_\_

**B6. IDENTIFY BY NAME, RACE, GENDER, DISABILITY AND LENGTH OF SERVICE, THOSE INDIVIDUALS IN THE FIRM (INCLUDING OWNERS AND NON-OWNERS) RESPONSIBLE FOR DAY-TO-DAY MANAGEMENT AND BUSINESS DECISIONS**

Activity	Name	Race	Gender M/F	Disabled Yes/No	Length of Service (Years)
<b>Financial Decisions</b>					
Cheque Signing					
Acquisition of Lines Credit					
Sureties					
Major Purchase or Acquisitions					
Signing Contracts					
<b>Management Decisions</b>					
Costing					
Marketing and Sales Operations					
Hiring and firing of Management Personnel					
Supervision of Office Personnel					
Supervision of Field / Production Activities					

**B7. TOTAL NUMBER OF EMPLOYEES?**

Full time	
Part time	

**B8. INDICATE COMPANY CIDB RATING: \_\_\_\_\_**

**B9. LOCALITY**

**PLEASE INDICATE WITH (X) AREAS WHERE YOUR BUSINESS CURRENTLY OPERATES/ AREAS OF REPRESENTATION:**

Region	Description	HO	Branch	Rep
EC	Eastern Cape			
FS	Free State			
GP	Gauteng			
KZN	KwaZulu Natal			
L	Limpopo			
MP	Gauteng			
NC	Northern Cape			
NW	North West			
WC	Western Cape			

**Kindly indicate: Head Office, Branch Office (s) and where represented only.  
Please attach proof of residence (levies account, water/lights account, Rates & Taxes account, etc.)**

Physical address: ..... ..... Tel no..... Fax no..... PO Box/Private Bag..... City:..... Code:..... Registered Professional name.....	Physical address: ..... ..... Tel no..... Fax no..... PO Box/Private Bag..... City:..... Code:..... Registered Professional name.....
Physical address: ..... ..... Tel no:..... Fax no:..... PO Box/Private Bag..... City:..... Code:..... Registered Professional name.....	Physical address: ..... ..... Tel no:..... Fax no:..... PO Box/Private Bag..... City:..... Code:..... Registered Professional name.....

Attach list if space provided is inadequate

## SECTION C: CAPACITY

### 1. CAPACITY AND PAST PERFORMANCE

LIST THE FIVE LARGEST SIMILAR PROJECTS COMPLETED BY YOUR FIRM IN THE LAST FIVE YEARS			
Name of Project Completed	Name of Project Manager & Telephone no.	Name of Client & Telephone no.	Value of Project
C2. LIST THE CURRENT PROJECTS THAT YOUR FIRM IS INVOLVED IN			
Name of Current Project	Name of Project Manager & Telephone no.	Name of Client & Telephone no.	Value of Project

The Tenderer is to specifically complete this form and not refer to any other document. Failure to complete this form might result in Tender disqualification.

**C3. PREVIOUS APPOINTMENTS BY UNIVERSITY OF VENDA**

<b>Project/Programme Name</b>	<b>Type of project</b>	<b>Contract period</b>	<b>Contract Value</b>	<b>Financial year</b>	<b>University of Venda Contact Person &amp; Tel no.</b>

**C4. DID THE FIRM EXIST UNDER A PREVIOUS NAME? YES / NO**

**IF YES, WHAT WAS THE NAME:**

---

**C4.1 WHO WERE OWNERS/ PARTNERS/ DIRECTORS:**

---

---

---

---

## SECTION D: QUALITY

### 1. TYPE OF BUSINESS

<b>D1. TYPE OF FIRM</b>	<b>(Tick applicable box)</b>
Joint Venture	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Company	<input type="checkbox"/>
Close Corporation	<input type="checkbox"/>
One Person Business / Sole Trader	<input type="checkbox"/>
Other (specify) .....	<input type="checkbox"/> <input type="checkbox"/>

<b>D2. PARTICIPATION CAPACITY</b>	<b>(Tick applicable box)</b>
Main Contractor	<input type="checkbox"/>
Sub-Contractor	<input type="checkbox"/>
Specialist Sub-Contractor	<input type="checkbox"/>
Electrical/Mechanical Contractor	<input type="checkbox"/>
Other (specify) .....	<input type="checkbox"/>

<b>D3. SERVICE CAPACITY</b>	<b>(Tick applicable box)</b>
Building Construction	<input type="checkbox"/>
Civil Construction	<input type="checkbox"/>
Marine Construction	<input type="checkbox"/>
Electrical Engineering Works	<input type="checkbox"/>
Mechanical Engineering Works	<input type="checkbox"/>
Other (specify) .....	<input type="checkbox"/>



**D4. SAFETY**

*(Tick applicable box)*

1. Does your business have an Occupational Health Policy complying to the Occupational Health and Safety Act (OHSA) **Yes/No**

2. Are you registered with Compensation for Occupational Injuries and Diseases Act (COIDA) **Yes/No**

COIDA registration number \_\_\_\_\_

## SECTION E: SWORN STATEMENT

I/we, the undersigned, who warrant that I/we am/are duly, authorized to do so, on behalf of the enterprise, certify that:

- a) The information furnished is true and correct.
- b) If misrepresentation to gain any benefit is established, University of Venda may in addition to any other remedy it may have
  - disqualify the applicant;
  - restrict the applicant, its shareholders and directors from obtaining business from University of Venda for a period not exceeding 5 years;
  - in the event that a contract has been concluded, recover from the contractor all costs, losses or damages incurred or sustained because of the award of the contract;
  - cancel the contract and claim any damages suffered by having to make less favorable arrangements after such cancellation; and
- c) University of Venda is hereby empowered to take such steps as it may require verifying information submitted, including, but not limited to, the use of independent auditors or other experts.
- d) If there are any changes to the information supplied on this form, I/We will inform University of Venda Supply Chain Management Unit immediately.

Name of Enterprise.....

Signature of Enterprise Representative:

.....

Address .....

Telephone no: .....Date: .....

-----  
For and on behalf of the company

-----  
Date

-----  
Capacity of signatory (Position held in Company)

**D. CERTIFICATE OF AUTHORITY OF AN ENTITY**

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

**(I) CERTIFICATE FOR COMPANY**

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

**Signature of Chairman:** .....

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as.....  
 ..... hereby authorize Mr./Ms ....., acting in the  
 capacity of ....., to sign all documents in connection with the  
 Tender for Contract No ..... and any contract resulting from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE

\* Attach additional pages if more space is required.

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

**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as, .....hereby authorize Mr./Ms..... Acting in the capacity of ....., to sign all documents in connection with the Tender for Contract No..... and any contract resulting from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....  
 2..... Name in Block Letters.....

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE
..... .....	..... .....	..... .....	..... .....
..... .....	..... .....	..... .....	..... .....
..... .....	..... .....	..... .....	..... .....
..... .....	..... .....	..... .....	..... .....

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

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this Tender offer in Joint Venture and hereby authorize Mr./Ms.

.....

....., authorized signatory of the company, ..... acting in the capacity of lead partner, to sign all documents in connection with the Tender offer for Contract No

.....

.....and any contract resulting from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner	.....	
	.....	
	.....	

\* Attach additional pages if more space is required.

**Note:** *This certificate is to be completed and signed by all of the joint venture partners upon who rests the direction of the affairs of the Joint Venture as a whole.*

**V) CERTIFICATE FOR SOLE PROPRIETOR**

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

**Signature of Sole owner:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

## E. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our Tender is accepted.

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

Quantity	Description, size, capacity, etc.	Year of Manufacture

\* Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

\* Attach additional pages if more space is required.

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

**Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.**

SIGNATURE: ..... IDENTITY NUMBER: .....

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



**F. SCHEDULE OF TENDERERS SIMILAR REFERENCE**

The following is a statement of traceable, current and similar References:

SUPPLIER / PLANT HIRE NAME	TYPE OF SUPPLIER / PLANT HIRE	CONTACT PERSON	CONTACT NUMBER

SIGNATURE: ..... IDENTITY NUMBER: .....

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

## G. SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

No	Name and address of proposed Subcontractor	Company Registration No and CIDB Classification	Nature and extent of work to be Subcontracted	Previous experience with Subcontractor.
1.				
2.				
3.				
4.				
5.				

\* Attach additional pages if more space is required.

Note: If the Tenderer is to sub contract the trenchless method, he should include the full details of the sub-contractor and the reference as required under the functionally section and this is visa versa.

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

## H. KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

**The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.**

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
<b>Construction Manager, Contract Managers</b>						
<b>Foremen, Quality Control and Safety Personnel</b>						
<b>Technicians, Surveyors, etc.</b>						
<b>Artisans and other Skilled workers</b>						
<b>Plant Operators</b>						
<b>Others:</b> ..... ..... .....						

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the contracts manager, site agent, general foreman and the safety officer. The information is necessary for evaluation of the Tender.

SIGNATURE: ..... IDENTITY NUMBER: .....

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)**

*(CVs are required only for contract manager, site agent, general foreman and safety officer)*

**CV FOR CONTRACT OR PROJECT MANAGER**

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
<b><u>Experience Record Pertinent to Required service:</u></b>	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: ..... IDENTITY NUMBER: .....

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

**CV FOR CONSTRUCTION MANAGER (previously known as Site Agent)**

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>                     	
<b><u>Experience Record Pertinent to Required service:</u></b>                     	

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....  
DATE

.....  
INCUMBANT'S IDENTITY NUMBER

**CV FOR FOREMAN – EARTHWORKS AND PLUMBING**

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
<b><u>Experience Record Pertinent to Required service:</u></b>	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
.....	

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....  
DATE

.....  
INCUMBANT'S IDENTITY NUMBER

**CV FOR HEALTH AND SAFETY OFFICER**

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional Registration Number:</b>	
<b>Name of Employer (firm):</b>	
<b>Current position:</b>	<b>Years with firm:</b>
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required service:</u></b>	

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
 SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....  
 DATE

.....  
 INCUMBANT'S IDENTITY NUMBER

## I. PRELIMINARY CONSTRUCTION PROGRAMME

The Tenderer shall attach a preliminary Gantt chart programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender. The programme shall also demonstrate the Tender's clear understanding of the project scope of works and planning capability for the works.

*[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]*

SIGNATURE: ..... IDENTITY NUMBER: .....

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



## J. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

*(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The Tenderer is referred to Tender Data paragraph C.2.12, where it is clearly stated that no alternative offers will be accepted.*

I / We herewith propose the amendments, as set out in the table below:

### (a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

\* Attach additional pages if more space is required.

- Notes:**
- (1) Amendments to the General and Special Conditions of Contract are not acceptable;
  - (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

### (b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

***[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]***

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

**K. JOINT VENTURE AGREEMENT BETWEEN PARTIES**

**Attached hereto is my / our duly signed, notarized Joint Venture Agreement. My / our failure to submit the agreement with my / our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the Tender process.**

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

**L. COPY OF REGISTRATION CERTIFICATE WITH CIDB**

**Attached hereto is my / our copy of registration certificate pertaining to my / our relevant industry. My / our failure to submit the registration certificate with my / our Tender document will lead to the conclusion that my / our company is not registered in a relevant industry.**

**In case of a joint venture must submit registration certificate with CIDB.**

SIGNATURE: ..... IDENTITY NUMBER: .....

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

**M. IDENTITY DOCUMENTS OF OWNERS/DIRECTORS/MEMBERS/SHAREHOLDERS**

**Attached hereto are my / our certified copies of my / all owners / directors / members / shareholders identity documents.**

SIGNATURE: ..... IDENTITY NUMBER: .....

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

## N. REGISTRATION CERTIFICATE OF AN ENTITY

Attached hereto is a certified copy of my / our company registration of incorporation or company registration documents. My failure to submit the copy with my / our Tender document will lead to the conclusion that I am / we are not registered as claimed.

*Important note to Tenderer:*

*Insert here the applicable Registration Certificates for:*

- *Companies (attach company registration and copies of share certificates) or;*
- *Close Corporations (attach CK2 registration form from CIPRO) or;*
- *Partnerships or;*
- *ID documents for Sole Proprietors or;*
- *In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included (attach registration certificates for each partner as applicable).*

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

**O. COPY OF ASSOCIATION AGREEMENT FOR CLOSED CORPORATIONS**

**Attached hereto is my / our duly signed, certified copy of Association Agreement. My / our failure to submit the agreement with our Tender document will lead to the conclusion that the agreement does not exist.**

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

**P. SHARE CERTIFICATES AND MEMORANDUM OF ASSOCIATION FOR COMPANIES**

**Attached hereto is our duly signed, share certificates and memorandum of association. Our failure to submit the above documents with our Tender document will lead to the conclusion that these documents do not exist.**

SIGNATURE: ..... IDENTITY NUMBER: .....

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



## Q. TENDERER'S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

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

The Tenderer shall also provide the audited annual financial statements for the recent past two years.

*Failure to provide a certified bank rating with his Tender and the audited annual financial statements, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.*

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

SIGNATURE: ..... IDENTITY NUMBER: .....

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**R. LETTER FROM THE BANK WITH RATING**

**Attached hereto is my / our letter from my / our bank with banking details of the company. My / our failure to submit the letter with my / our Tender document will lead to the conclusion that the company does not have banking details.**

SIGNATURE: ..... IDENTITY NUMBER: .....

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

**S. VALID TAX CLEARANCE CERTIFICATE AND SARS PIN**

**Attached hereto is my / our certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our Tender document will lead to the conclusion that my / our company is not registered for VAT.**

**In the case of a Joint Venture, both members must submit the certificates for each partner as applicable.**

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

**T. COPY OF COIDA REGISTRATION CERTIFICATE**

***Attached hereto is my / our certified copy of registration certificate with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with my / our Tender document will lead to the conclusion that my / our company is not registered with COIDA.***

**In the case of a Joint Venture, both members must submit the certificates for each partner as applicable.**

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

## U. PREFERENCE CLAIM FORM INTERMS OF PREFERENTIAL PROCUREMENT REGULATION 2017 (SBD6.1)

### 1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

**EME:** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-based Black Economic Empowerment Act; functionality means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

**Prices:** includes all applicable taxes less all unconditional discounts;  
proof of B-BBEE status level of contributor” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

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

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

1. Tenderers who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.  
Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
2. Tenderers other than EME's must submit their original and valid B-BBEE status level verification certificate Or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
3. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
4. A person will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that Such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
5. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
7. Sanctions relating to breaches of preferencing conditions  
The sanctions for breaching the preferencing conditions are:
- 1) termination of the Contract; or
  - 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

## 8 Tender preference claims in respect of B-BBEE

8.1 For projects below R50 000 000, 80/20 the points are allocated as follows:

- 70 Percentage points – Quality
  - 30 points – Experience on similar scale projects
  - 20 points – Management and Key Staff
  - 30 points – Key Personnel Qualifications
  - 10 points – Available Plant
  - 10 points – Programme of Works
  
- 20 points – B-BBEE Status level contributor
  - 20 points – Level 1
  - 18 points – Level 2
  - 14 points – Level 3
  - 12 points – Level 4
  - 08 points – Level 5
  - 06 points – Level 6
  - 04 points – Level 7
  - 02 points – Level 8
  - 00 Points – Non- Compliant Contributor
  
- 80 points – Price

SIGNATURE: ..... IDENTITY NUMBER: .....

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

## V. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(h) of the Occupational Health and Safety Act (OHSA) 1993 Construction Regulations, 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations, 2014 as amended.

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

### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations, 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter: ..... **\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... **\*Yes / No**

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 8, 10, 11, 12, 14, 16, 17, 18, 21(1), 22, 26 and 27, as applicable to this contract)*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
  - (i) By whom will training be provided? .....
  - (ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired:

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

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

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

5. I hereby undertake, if my Tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my Tender rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....



**W. PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, REGULATION 4 OF THE CONSTRUCTION REGULATIONS 2014**

*[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 4 of the Construction Regulations 2014, to the office of the Department of Labour]*

- 1. (a) Name and postal address of Contractor.....  
.....  
(b) Name of tel. no of principal Contractor's contact person: .....  
.....
- 2. Principal Contractor's workman's compensation registration number: .....
- 3. (a) Name and postal address of client: .....  
.....  
(b) Name and tel. no of client's contact person or agent: .....
- 4. (a) Name and postal address of designer(s) for the project: .....  
.....  
(b) Name and tel. no of designer's contact person: .....
- 5. Name and telephone number of Principal Contractor's construction supervisor on site appointed in terms of Regulation 8(1): .....
- 6. Name/s of Principal Contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(2).  
.....
- 7. Exact physical address of the construction site or site office:.....  
.....
- 8. Nature of the construction work: .....  
.....  
.....
- 9. Expected commencement date: .....
- 10. Expected completion date: .....
- 11. Estimated maximum number of persons on the construction site: .....  
Total..... Male:....Female:.....
- 12. Planned number of Contractors on the construction site accountable to Contractor: .....
- 13. Name(s) of Contractors already selected: .....  
.....  
.....  
.....

**SIGNED BY:**

PRINCIPAL CONTRACTOR: ..... DATE: .....

CLIENT AGENT (where applicable) ..... DATE: .....

CLIENT: ..... DATE: .....

**X. ORIGINAL RECEIPT AS PROOF OF VALID CERTIFICATE FOR PURCHASING THE TENDER DOCUMENT**

*A Valid receipt for purchasing the Tender document to be attached to this page.*

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

## Y. CONFLICT OF INTEREST

### DECLARATION BY SUPPLIERS/CONTRACTORS/SERVICE PROVIDER/CONSULTANT

**In the case of a joint venture, separate forms in respect of each partner must be completed and submitted**

I/We \_\_\_\_\_  
being a Supplier/Contractor to the University of Venda hereby declare that I have not tried to influence any party at the University of Venda with any financial and/or other interests, either directly or indirectly, in connection with this order/contract. I/We declare further that no individual or group stand to benefit materially, directly or indirectly, from the award of this contract/order and/or for the duration of this contract/order and that no approaches of benefits, bribes, backhanders or any other form of unauthorized benefit were either received or made or promised and will not be entertained for the duration of the contract/order.

In the event that any approach was or will be made, we undertake that no such approach will be entertained and that it will be reported immediately to the Registrar at (015) 962-8000 or the DVC: Operations at (015) 962-8105. Any requests for sponsorships and/or any other approach will not be entertained and will also be reported to these offices immediately. It will only be permissible once a request has been made on the official letterhead of the University of Venda and signed by a member of the Executive Management of the University or by the Director: Communications and Marketing.

Our company hereby consent that any breach of the above will be dealt with decisively by the University in terms of its rules and will lead to the immediate termination of the agreement and recovery of costs by the University of Venda.

Signed by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature

Duly authorized by the Supplier/Contractor/Service Provider/ Consultant to sign this declaration.

**DECLARATION**

**I/We, THE UNDERSIGNED** *(name)* ..... hereby certify that the information furnished is correct.

I accept that the University of Venda as representative of the university may act against me should this declaration prove to be false.

**Signature:** ..... **Date:** .....

**Identity number:** .....

**Position:**..... **Name of Tenderer:** .....

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

**DATE:**.....

**Z. B-BBEE CERTIFICATE**

*Attached hereto is my / our B-BBEE Certificate or sworn in Affidavit.*

**In the case of a joint venture, a consolidated B-BBEE Certificates issued by SANAS accredited service provider must be submitted.**

SIGNATURE: ..... IDENTITY NUMBER: .....

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

# **THE CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C2: PRICING DATA**

**PART C3: SCOPE OF WORK**

**PART C4: PROCUREMENT POLICY**

**PART C5: SITE INFORMATION**

# CONSTRUCTION OF NEW HUMANITIES PARKING

TENDER NO : IN/23/2023

## TABLE OF CONTENTS

### PART C1: AGREEMENTS AND CONTRACT DATA (YELLOW COLOUR)

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.2: PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

C1.3: FORM OF GUARANTEE

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

C1.5: AGREEMENT WITH ADJUDICATOR

### PART C2: PRICING DATA (YELLOW COLOUR)

C2.1: PRICING INSTRUCTIONS

C2.2: BILL OF QUANTITIES

### PART C3: SCOPE OF WORK (BLUE COLOUR)

TABLE OF CONTENTS

C3.1: STANDARD SPECIFICATIONS

C3.2: PROJECT SPECIFICATIONS

C3.3: PARTICULAR SPECIFICATIONS

### PART C 4: POLICY ON SUPPLY CHAIN MANAGEMENT AND HOUSE RULES (GREEN COLOUR)

### PART C 5: SITE INFORMATION (GREEN COLOUR)

C5.1: LOCALITY PLAN

C5.2: TENDER DRAWING

# CONSTRUCTION OF NEW HUMANITIES PARKING RESIDENCE)

**TENDER NO: IN/23/2023**

## C1.1 Form of Offer and Acceptance

### Offer

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of:

### CONSTRUCTION OF NEW HUMANITIES PARKING RESIDENCE)

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 the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

..... Rand (in words);

**R** ..... (In figures)

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

Signature (s)			
Name (s)			
Capacity			
For the Tenderer			
	(Name and Adress of tenderer)	Date:	
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: Procurement Policy and House Rules.
- Part C5: Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the 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 the Employer)	Date:	
Name and Signature of Witness		Date:	

**Schedule of Deviations**

- 1 Subject .....
- Details .....
- .....
- .....
- 2 Subject .....
- Details .....
- .....
- .....
- 3 Subject .....
- Details .....
- .....
- .....
- 4 Subject .....
- Details .....
- .....
- .....
- 5 Subject .....
- Details .....
- .....
- .....

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

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

**For the Tenderer:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

Name & signature of Witness \_\_\_\_\_

**For the Employer:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

Name & signature of Witness \_\_\_\_\_

# CONSTRUCTION OF NEW HUMANITIES PARKING

TENDER NO : **IN/23/2023**

## C1.2 CONTRACT DATA

*The General Conditions 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).*

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

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

# CONSTRUCTION OF NEW HUMANITIES PARKING

TENDER NO : IN/23/2023

## C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL
2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT
3. PRIORITY OF DOCUMENTS

C1.2.2 PART A: DATA PROVIDED BY THE EMPLOYER

PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

C1.3: FORM OF GUARANTEE

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

C1.5: AGREEMENT WITH ADJUDICATOR

## C1.2.1 CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3<sup>rd</sup> edition 2015", issued by the South African Institution of Civil Engineering (Short title: "General Conditions of Contract 2015") and can be obtained from:

#### SAICE

Waterfall Park  
Howick Gardens  
Vorna Valley Half way House  
Becker Street  
MIDRAND  
1685  
Gauteng Province  
Tel: (011) 805-5947/8  
Fax: (011) 805-5971

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

### SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

#### 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Clause	Description
2.5.1	<b>Cession</b> <i>Amend Clause 2.5.1 as follows:</i>  <i>Delete the words "without the written consent of the other"</i>
5.14.5.1	<b>Consequences of Completion</b> <i>Amend Clause 5.14.5.1 as follows:</i>  <i>In the second line, substitute the word 'Guarantor' with 'Contractor'.</i>  <b>Security</b>  <i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i>  "The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data.  The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.

Clause	Description
	<p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2.2 as amended in the Contract Data.”</p>
6.3	<p><b>Variations</b>  <i>Amend Clause 6.3, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i>  <i>", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</i></p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p><i>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</i></p>
6.3.2	<p><b>Orders for Variations to be in writing</b>  Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.</p>
6.9.2	<p><b>Definition of “materials”</b>  <i>Amend Clause 6.9.2, as follows:</i></p> <p><i>Substitute the word ‘plant’ with ‘Plant’.</i></p>
6.10.1	<p><b>Interim Payments</b>  <i>Amend Clause 6.10.1.5 as follows:</i></p> <p><i>In the third line, add the words ‘not yet’ before the words ‘built into’</i></p>
6.10.5	<p><b>Payment of retention money</b>  <i>Amend Clause 6.10.5 as follows:</i></p> <p><i>In the second line, add the words ‘, if any,’ after the words ‘Defects Liability Period’</i></p>
6.10.6	<p><b>Set-off and delayed payments</b>  <i>Amend Clause 6.10.6.2 as follows:</i></p> <p><i>Delete the words ‘Contractor’s Bank’ and substitute with the words ‘Employer’s Bank’</i></p>
6.11	<p><b>Variations exceeding 15 per cent</b>  <i>Replace the marginal heading with:</i></p> <p><b>“Variations exceeding 20 per cent”</b></p> <p><i>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</i></p>
7.8.2	<p><b>Cost of making good of defects</b>  <i>Amend Clause 7.8.2.1 as follows:</i></p> <p><i>In the first line, correct the spelling of ‘therefore’.</i></p>

Clause	Description
8.3.1	<b>Excepted risks</b>
	<p><i>Amend Clause 8.3.1.12 as follows:</i></p> <p><i>In the second line, delete the words 'Employer or any of their' and substitute with 'or any of its'.</i></p>
8.6.6	<p><b>Contractor to produce proof of payment</b></p> <p>"The Contractor shall before commencement of the Works produce to the Employer's Agent:</p> <p>8.6.6.1 The policies by which the insurances are affected,  8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and  8.6.6.3 Proof of continuity of the policies for the required period.</p> <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>
8.6.7	<p><b>Remedy on Contractor's failure to insure</b></p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."</p>
9.1.2	<p><b>State of emergency</b></p> <p><i>In the fourth line, delete the words 'supply of' and substitute with 'availability of'.</i></p>
9.2	<p><b>Termination by Employer</b></p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>"9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or  9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or  9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employers Agent, a gratuity or reward or commission, or  9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or  9.2.1.5 The Contractor has abandoned the Contract.</p>

Clause	Description
	<p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Employers Agent written notice to proceed, or</p> <p>9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or</p> <p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employers Agent written notice that the said materials or work have been condemned and rejected by the Employers Agent in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p> <p>9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employers Agent's instructions to the contrary, sublet any part of the Contract, or</p> <p>9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing,</p> <p>then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer</p> <p>may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employers Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.</p> <p>9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p> <p>9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."</p>



### 3. PRIORITY OF DOCUMENTS

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance.
- b) amplifications of the General Conditions of Contract within the Contract Data.
- c) additional special conditions or amendments to the General Conditions of Contract
- d) within the Contract Data.
- e) the General Conditions of Contract.
- f) the Specifications, Drawings, Schedules and other documents forming part of the

Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Principal Agent shall issue any necessary clarification or instruction.

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

## C1.2.2 PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

### REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause	Data																																																																																								
1.1.1.13	The Defects Liability Period is 12 Months.																																																																																								
1.1.1.15	The name of the Employer is <b>University of Venda</b>																																																																																								
1.1.1.26	The Pricing Strategy of a re-measurement Contract shall apply																																																																																								
1.2.1.2	The address of the Employer is:  <b>Physical address:</b> Main Administration Building Mphephu drive Thohoyandou;0950  <a href="mailto:univen.tenders@univen.ac.za">univen.tenders@univen.ac.za</a>																																																																																								
3.3.1	The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table: <table border="1" data-bbox="343 918 1500 1904"> <thead> <tr> <th>GCC Clause No</th> <th>Description</th> <th>Requires EWA*</th> <th>Delegated to EAR*</th> </tr> </thead> <tbody> <tr> <td>3.3.1</td> <td>Employers Agent's Representative appointment and termination</td> <td>Y</td> <td></td> </tr> <tr> <td>3.2.4</td> <td>Employers Agent's Representative acting on Employers Agent 's behalf</td> <td>Y</td> <td></td> </tr> <tr> <td>4.5.4</td> <td>Payment for notices and fees</td> <td>Y</td> <td></td> </tr> <tr> <td>4.7.1</td> <td>Fossils, etc on Site</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.2</td> <td>Work at night</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.3</td> <td>Acceleration of rate of progress</td> <td>Y</td> <td></td> </tr> <tr> <td>5.7.3</td> <td>Payment for acceleration</td> <td>Y</td> <td></td> </tr> <tr> <td>5.9.1</td> <td>Instructions and drawings on Commencement Date</td> <td></td> <td>Y</td> </tr> <tr> <td>5.11.1</td> <td>Suspension of the Works</td> <td></td> <td>Y</td> </tr> <tr> <td>5.11.3</td> <td>Proceeding with Works after suspension</td> <td>Y</td> <td></td> </tr> <tr> <td>5.12.4</td> <td>Acceleration instead of extension of time</td> <td>Y</td> <td></td> </tr> <tr> <td>5.13.2</td> <td>Reduction in penalty</td> <td></td> <td>Y</td> </tr> <tr> <td>6.3.1</td> <td>Variation orders</td> <td>Y</td> <td></td> </tr> <tr> <td>6.3.2.1</td> <td>Confirmation of a Variation Order</td> <td>Y</td> <td></td> </tr> <tr> <td>6.4.1.4</td> <td>Dayworks as a Variation Order</td> <td>Y</td> <td></td> </tr> <tr> <td>6.5.2</td> <td>Materials for dayworks</td> <td>Y</td> <td></td> </tr> <tr> <td>6.8.4</td> <td>Costs due to changes in legislation</td> <td>Y</td> <td></td> </tr> <tr> <td>6.11.1</td> <td>Variations exceeding 20%</td> <td></td> <td>Y</td> </tr> <tr> <td>8.2.2.2</td> <td>Damage due to excepted risks</td> <td></td> <td>Y</td> </tr> <tr> <td>10.1.5</td> <td>Consultation on Contractor's claim</td> <td>Y</td> <td>Y</td> </tr> <tr> <td>10.1.5</td> <td>Ruling on Contractor's claim</td> <td>Y</td> <td>N</td> </tr> </tbody> </table>	GCC Clause No	Description	Requires EWA*	Delegated to EAR*	3.3.1	Employers Agent's Representative appointment and termination	Y		3.2.4	Employers Agent's Representative acting on Employers Agent 's behalf	Y		4.5.4	Payment for notices and fees	Y		4.7.1	Fossils, etc on Site	Y		5.7.2	Work at night	Y		5.7.3	Acceleration of rate of progress	Y		5.7.3	Payment for acceleration	Y		5.9.1	Instructions and drawings on Commencement Date		Y	5.11.1	Suspension of the Works		Y	5.11.3	Proceeding with Works after suspension	Y		5.12.4	Acceleration instead of extension of time	Y		5.13.2	Reduction in penalty		Y	6.3.1	Variation orders	Y		6.3.2.1	Confirmation of a Variation Order	Y		6.4.1.4	Dayworks as a Variation Order	Y		6.5.2	Materials for dayworks	Y		6.8.4	Costs due to changes in legislation	Y		6.11.1	Variations exceeding 20%		Y	8.2.2.2	Damage due to excepted risks		Y	10.1.5	Consultation on Contractor's claim	Y	Y	10.1.5	Ruling on Contractor's claim	Y	N
GCC Clause No	Description	Requires EWA*	Delegated to EAR*																																																																																						
3.3.1	Employers Agent's Representative appointment and termination	Y																																																																																							
3.2.4	Employers Agent's Representative acting on Employers Agent 's behalf	Y																																																																																							
4.5.4	Payment for notices and fees	Y																																																																																							
4.7.1	Fossils, etc on Site	Y																																																																																							
5.7.2	Work at night	Y																																																																																							
5.7.3	Acceleration of rate of progress	Y																																																																																							
5.7.3	Payment for acceleration	Y																																																																																							
5.9.1	Instructions and drawings on Commencement Date		Y																																																																																						
5.11.1	Suspension of the Works		Y																																																																																						
5.11.3	Proceeding with Works after suspension	Y																																																																																							
5.12.4	Acceleration instead of extension of time	Y																																																																																							
5.13.2	Reduction in penalty		Y																																																																																						
6.3.1	Variation orders	Y																																																																																							
6.3.2.1	Confirmation of a Variation Order	Y																																																																																							
6.4.1.4	Dayworks as a Variation Order	Y																																																																																							
6.5.2	Materials for dayworks	Y																																																																																							
6.8.4	Costs due to changes in legislation	Y																																																																																							
6.11.1	Variations exceeding 20%		Y																																																																																						
8.2.2.2	Damage due to excepted risks		Y																																																																																						
10.1.5	Consultation on Contractor's claim	Y	Y																																																																																						
10.1.5	Ruling on Contractor's claim	Y	N																																																																																						

Clause	Data
	<p>*The following abbreviations apply:</p> <p>EAR Employers Agent's Representative  EAWA Employers Agent's Written Action  N No  NA Not Applicable  Y Yes</p>
4.9.1	<p>The Contractor shall deliver to the Employers Agent's, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.</p>
4.10.2	<p>The Contractor shall deliver to the Employers Agent's, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>◇ Health and Safety Plan (Refer to Clause 4.3)</li> <li>◇ A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</li> <li>◇ Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993 (Refer to Clause 4.3).</li> <li>◇ Initial programme (Refer to Clause 5.6).</li> <li>◇ Security (Refer to Clause 6.2).</li> <li>◇ Insurance (Refer to Clause 8.6).</li> </ul>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is <b>14 Days</b>.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.</p>
5.8.1	<p>The non-working Days are Sundays.</p> <ul style="list-style-type: none"> <li>◇ The special non-working Days are:</li> <li>◇ Statutory public holidays; and</li> <li>◇ All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement date and which commence before the due Completion date.</li> </ul>
5.13.1	<p>The penalty for failing to complete the Works is <b>R10 000.00</b> per calendar day.</p>
5.16.3	<p>The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is:  50 per cent for labour; and  15 per cent for materials.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>. Proof of ownership is required.</p>
6.10.3	<p>The limit of <b>retention money is 10%</b> of the value of the Contract Price.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>nil</b>.</p>

Clause	Data
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of <b>10% (ten percent)</b> of the Contract Sum.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
10.7.1	The determination of disputes shall be by arbitration.

**Additional clauses to the General Conditions of Contract:**

Clause	Data
1.1	<p><b>Definitions</b></p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p> <p>1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>
4.12	<p><b>Contractor’s superintendence</b></p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Construction Manager on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Construction Manager shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Employers Agent’s in writing and shall not be replaced or removed from Site without the written approval of the Employers Agent’.</p>
5.6	<p><b>Programme</b></p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Employers Agent, the</p> <ul style="list-style-type: none"> <li>• programme of the Works in terms of Clause 5.6.1 and</li> <li>• supporting documents in terms of Clause 5.6.2</li> </ul> <p>Within the period stated in the Contract Data, shall be sufficient cause for the Employer’s Agent to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p>
5.9.7	<p><b>Employers Agent’s to approve Contractor’s Designs and Drawings</b></p> <p><i>Add the following at the end of Sub-Clause 5.9.7</i></p> <p>“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third-party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent’s, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.</p>
5.11	<p><b>Suspension of the Works</b></p> <p><i>Add the following sub-clause 5.11.7 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which</p> <hr style="border-top: 1px dotted black;"/> <p>payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and</p>

Clause	Data																																																											
	<p>6.10.1.7), the Contractor may, after giving 14 days' notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor's action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable."</p>																																																											
5.12	<p><b>Extension of Time for Practical Completion</b></p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>"The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>																																																											
	<p>The rainfall records which shall provisionally be accepted for calculation purposes are:</p> <table border="1" data-bbox="347 1249 1369 1964"> <tr> <td>+ Y</td> <td>=</td> <td>10 mm / 24h</td> </tr> <tr> <td>Rw</td> <td></td> <td></td> </tr> <tr> <td>Rn</td> <td>=</td> <td>2,5 maximum</td> </tr> <tr> <th rowspan="2">Month</th> <th colspan="2">Rainfall</th> </tr> <tr> <th>Nn = Average days &gt; Y mm (No)</th> <th>Rn = Average monthly rainfall (mm)</th> </tr> <tr> <td>January</td> <td>2.9</td> <td>113.5</td> </tr> <tr> <td>February</td> <td>3.1</td> <td>186.0</td> </tr> <tr> <td>March</td> <td>3.2</td> <td>112.2</td> </tr> <tr> <td>April</td> <td>1.2</td> <td>49.0</td> </tr> <tr> <td>May</td> <td>0.3</td> <td>7.9</td> </tr> <tr> <td>June</td> <td>0.2</td> <td>9.5</td> </tr> <tr> <td>July</td> <td>0.3</td> <td>10.2</td> </tr> <tr> <td>August</td> <td>0.0</td> <td>4.6</td> </tr> <tr> <td>September</td> <td>0.4</td> <td>20.0</td> </tr> <tr> <td>October</td> <td>1.5</td> <td>60.4</td> </tr> <tr> <td>November</td> <td>2.7</td> <td>96.7</td> </tr> <tr> <td>December</td> <td>3.6</td> <td>123.8</td> </tr> <tr> <td>Source of Information</td> <td colspan="2">South African Weather Service</td> </tr> <tr> <td>Rainfall Station</td> <td colspan="2">Thohoyandou</td> </tr> <tr> <td>Period</td> <td colspan="2">1993 - 2007</td> </tr> </table>	+ Y	=	10 mm / 24h	Rw			Rn	=	2,5 maximum	Month	Rainfall		Nn = Average days > Y mm (No)	Rn = Average monthly rainfall (mm)	January	2.9	113.5	February	3.1	186.0	March	3.2	112.2	April	1.2	49.0	May	0.3	7.9	June	0.2	9.5	July	0.3	10.2	August	0.0	4.6	September	0.4	20.0	October	1.5	60.4	November	2.7	96.7	December	3.6	123.8	Source of Information	South African Weather Service		Rainfall Station	Thohoyandou		Period	1993 - 2007	
+ Y	=	10 mm / 24h																																																										
Rw																																																												
Rn	=	2,5 maximum																																																										
Month	Rainfall																																																											
	Nn = Average days > Y mm (No)	Rn = Average monthly rainfall (mm)																																																										
January	2.9	113.5																																																										
February	3.1	186.0																																																										
March	3.2	112.2																																																										
April	1.2	49.0																																																										
May	0.3	7.9																																																										
June	0.2	9.5																																																										
July	0.3	10.2																																																										
August	0.0	4.6																																																										
September	0.4	20.0																																																										
October	1.5	60.4																																																										
November	2.7	96.7																																																										
December	3.6	123.8																																																										
Source of Information	South African Weather Service																																																											
Rainfall Station	Thohoyandou																																																											
Period	1993 - 2007																																																											

Clause	Data
	<p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the Employers Agent.</p>
6.10	<p><b>Payments</b></p> <p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employer’s Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Employer’s Agent. Issue by the Employer’s Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer’s Agent”.</p>
9.2.1.3.2	<p>Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Employers Agent written notice to proceed,”</p>
	<p>“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”</p>
9.3	<p><b>Termination by the Contractor</b></p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5“In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employer’s Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employer’s Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”</p>

**C1.2.2: PART B: DATA PROVIDED BY THE CONTRACTOR**

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	CONTRACT SPECIFIC DATA BY THE CONTRACTOR
1.1.1.9	The Name of the Contractor is: ..... .....
1.2.1.2	The address of the Contractor is:  Physical address: ..... ..... .....
1.2.1.2	Postal address: ..... ..... .....  e-mail address: .....  Contact numbers: Corporate: ..... Direct: ..... Mobile: ..... Fax: .....
1.1.1.14	Time for achieving Practical completion is.....Months <b>(All Inclusive)</b>



### C1.3 FORM OF GUARANTEE - PRO FORMA

In accordance with clause 6.2.1 of General Conditions of Contract, 3<sup>rd</sup> Edition 2015

Contract No: -----

Description of Contract: -----

-----

#### GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: -----

----- (Please put name of firm)

Physical address: -----

-----

Postal address: -----

-----

Tel:-----

Fax: -----

“Employer” means: **University of Venda.**

“Contractor” means: -----

----- (Please put name of firm)

“Guarantee sum” means: 10% of the contract amount

“**Employer’s Agent**” means: **Mont Consulting Engineers**

“**Works**” means: Permanent works together with temporary works

“**Site**” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

“**Contract Sum**” means: The accepted amount inclusive for tax of R-----

Amount in words: -----

----- **“Expiry**

**Date**” This Guarantee shall expire upon the issue of the **Completion Certificate** issued by University of Venda signed by the Director Facilities Management, as such date is advised to the Guarantor in writing confirmed by the Employer.

#### CONTRACT DETAILS

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

#### PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date” This Guarantee shall expire upon the issue of the final completion certificate issued by University of Venda signed by the Director Facilities Management, as such date is advised to the Guarantor in writing confirmed by the Employer

The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on

- the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
    - 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
    - 3.2 . Its obligation under this Performance Guarantee is restricted to the payment of money.
  4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
    - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
    - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
    - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
  5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
    - 5.1. The contractor has been termination due to the Contractor's default and this performance Guarantee is called up in terms of 5; or
    - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
    - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
  6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
  7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
  8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
  9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

This agreement is mandatory for all contractors appointed by the University of Venda or any other institution that do work for or on behalf of University.

**This agreement is between:**

**THE PRINCIPAL CONTRACTOR:**

Herein represented by.....

In his capacity, as .....Being duly authorized hereto hereinafter referred to as “contractor”.

Compensation Commissioner Number:  
(Attach a copy of the Registration

Certificate to this agreement)

Company : Name:.....

Registration Number: .....

CEO : Name.....

ID Number: .....

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

**And the University of Venda  
(Hereinafter referred to as “the Employer”)**

## 1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the “Contractor” as defined in the “Principal Contract”.  
Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure “A”.
- 1.4 **EMPLOYER** Means the University of Venda
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Employer.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

## 2. OBJECTIVE

- 2.1 Whereas Employer and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify Employer against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Employer and the Contractor’s obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Employer within the jurisdictional area of the Employer and on any premises, which are owned, rented or developed by the Employer.
- 2.3 The Employer acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

### IT IS HEREBY AGREED AS FOLLOWS:

## 3. INDEMNITIES

- 3.1 The “Contractor” hereby indemnifies the “Employer” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.

- 3.1.2 The Health Act 63 of 1977.
  - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
  - 3.1.4 Environment Conservation Act 73 of 1989.
  - 3.1.5 The National Water Act 36 of 1998.
  - 3.1.6 The Criminal Procedure Act 51 of 1977.
  - 3.1.7 The Explosives Act 26 of 1956.
  - 3.1.8 The Arms and Ammunition Act 75 of 1969.
  - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
  - 3.1.10 The Labour Relations Act 66 of 1995.
  - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
  - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
  - 3.1.13 Standards Act 29 of 1993.
  - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
  - 3.1.15 Any other health and safety standard prescribed by the "Employer".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Employer" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Employer" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Employer" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Employer" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

#### **4. PERFORMANCE SAFE WORKING PRACTICE**

- 4.1 The "Employer" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Employer's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Employer" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

## **5. LOCK OUT PROCEDURE**

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the “off” or “closed” position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

## **6. CRANES, VEHICLES AND HOISTING**

- 6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Employer”.
- 6.1.1 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the “Employer”.
  - ii) Approval has been obtained from the “Employer” to perform the work.
  - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.2 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”.

## **7. MACHINE VALANCES, PROTECTION AND FENDING**

- 7.1 No machine valances, protection or fending may be removed from machines, manholes, etc. without the written permission of “Employer” if applicable exemption procedures were not appropriated.

## **8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT**

- 8.1 No equipment or appliance belonging to “Employer” may be used without written permission from “Employer”.
- 8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 1.3 In exceptional cases, where tools and equipment belonging to “Employer” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “Employer” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to “Employer” for any damage or excessive wear of such tools or equipment and material.

## **9. EXCAVATIONS**

- 9.1 Before any excavations commence, written permission must be obtained from “Employer” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and “Employer” for approval.
- 9.5 Written permission must be obtained from “Employer” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

## **10. FIRST AID**

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
  - (ii) St Johns Ambulance;
  - (iii) SA First Aid League; or
  - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency “Employer’s” Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

## **11. FLAMMABLE LIQUIDS**

- 11.1 The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The “Contractor’s” employees must be informed of “Employer’s” fire prevention measures and evacuation procedures.

## **12. COMPENSATION BY CONTRACTOR**

- 12.1 The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

## **13. TRANSGRESSION OF RULES AND MISBEHAVIOUR**

- 13.1 The “Contractor” is warned that any act(s) leading to damage or loss of employees of the “Contractor” or the “Employer” shall not be tolerated. The “Employer” may (without any reason) demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.



## **14. INCIDENT REPORTING**

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Employer" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.
- 14.2 The "Employer" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.
- 14.3 The "Contractor" undertakes to report to "Employer" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

## **15. LIAISON AND SUPERVISION**

- 15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "Employer" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

## **16. SERVICE INTERRUPTION**

- 16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "Employer", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Employer".

## **17. CONFIDENTIALITY**

- 17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Employer".
- 17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.
- 17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Employer", or have photographs taken, published or let it be published.

## **18. CONTRACT SITE AND PRESERVATION**

- 18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Employer", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

## **19. COMPLETION OF WORK**

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "Employer" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

## **20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS**

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

## **21. SEARCHES**

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Employer" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

## **22. GENERAL CONDITIONS**

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Employer" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the "Employer" against any or all liability which may be incurred by the "Employer" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Employer" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Employer" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Employer" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Employer", upon demand, all costs and expenses incurred by "Employer", in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Employer" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

**23. "CONTRACTOR" IDENTIFICATION BOARD**

23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done.
- The contact number and name of the person representing the "Contractor".
- The contact number and name of the person representing "Employer"

**24. ACKNOWLEDGEMENT**

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

**25. EXCEPTIONS AND OMISSIONS**

---

---

---

---

---

---

---

**26. REMARKS**

---

---

---

---

---

---

---

**THE CONTRACTOR**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE CONTRACTOR

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

**THE EMPLOYER**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES

.....  
THE EMPLOYER

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

## C1.5: Agreement with Adjudicator – Pro Forma

This agreement is made on the.....day of ..... 20.....between: The Employer  
(Name of company / organisation) .....  
of (address).....  
.....and the Contractor  
(Name of company / organisation) .....  
of (address).....  
..... (Hereinafter called **the Parties**)

**and**  
(name).....  
of (address) .....  
..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated.....  
and known as Contract No.....  
(Contract title) .....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.  
(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

**SIGNED by:**

(Signature): ..... (Signature): ..... (Signature): .....

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

who warrants that he/ she is who warrants that he/ she is the **Adjudicator** in the  
duly authorised to sign for and duly authorised to sign for presence of  
on behalf of the **First Party** in and on behalf of the **Second**  
the presence of **Party** in the presence of

**Witness:**

(Signature).....

**Name:** .....

**Address:** .....

.....

.....

**Date:** .....

**Witness:**

(Signature).....

**Name:** .....

**Address:** .....

.....

.....

**Date:** .....

**Witness:**

(Signature).....

**Name:** .....

**Address:** .....

.....

.....

**Date:** .....

## **PART C2: PRICING DATA**

### **C2.1: PRICING INSTRUCTIONS**

### **C2.2: BILL OF QUANTITIES**

# UNIVEN CAMPUS WATER UPGRADE PHASE 2 (INCLUDING INSTALATION OF TANKS PER STUDENT RESIDENCE)

## C2.1 Pricing Instructions

### 1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Tenderer's obligations in pricing the Tender offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Tender contained in Annexure F of SANS 294, as amended in and read in conjunction with the Tender Data.

### 2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

### 3. DEFINITIONS

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

Unit	:	The unit of measurement for each item of work as defined in the Scope of Work and Site Information.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of measurement at which the Contractor Contracts to do the work.
Amount	:	The product of the quantity and the rate Tender for an item.
Sum	:	An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

### 4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.



## 5. **REFERENCES**

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.

## 6. **UNITS OF MEASUREMENT**

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
m <sup>2</sup>	=	square metre
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
m <sup>2</sup> -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

## 7. **NET MEASUREMENTS**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

## 8. **QUANTITIES**

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

**9. CURRENCY**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

**10. VALUE ADDED TAX**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

**11. RATES AND PRICES**

11.1 General

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

### 11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

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.

### 11.4 Labour Intensive work

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

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

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

## 12. VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.



University of Venda

## CONSTRUCTION OF NEW HUMANITIES PARKING

TENDER NO : IN/23/2023

### C2.2 Bill of Quantities

# **THE CONTRACT**

**PART C3: SCOPE OF WORK**

**PART C4: SITE INFORMATION**

# CONSTRUCTION OF NEW HUMANITIES PARKING

BID NO: IN/23/2023

## PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS .....	C.56
C3.2	ENGINEERING.....	C.64
C3.3	PROCUREMENT POLICY.....	C.65
C3.4	CONSTRUCTION.....	C.66
C3.5	MANAGEMENT .....	C.107

# CONSTRUCTION OF NEW HUMANITIES PARKING

TENDER NO : IN/23/2023

## C3.1 DESCRIPTION OF WORK

### PS1 PROJECT DESCRIPTION

The objective of the project is to provide new Humanities parking.

- Construction of new Humanities car park.
- Site Clearance.
- Location and protection of existing services
- Relocation of services.
- Mass Earthworks.
- Pavement Layer works (Roadbed, Sub-Base and Base).
- 80mm interlocking paving blocks on 20mm sand.

### PS2 DESCRIPTION OF THE SITE AND ACCESS

#### 2.1 Location of site

The project is situated within the general erf of the University of Venda in Thohoyandou.

#### 2.2 Access to site

Access to the site can be obtained from the Punda Maria Road.

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his Agents/deliveries to vehicular access tracks and rights of way. No damage to fauna and flora located outside the limits of the construction will be permitted on the contract.

The contractor shall take cognizance of the aforementioned items concerning roads and tracks and allow for any costs in his Tender under the relevant section in the Bill of Quantities.

### PS3 DETAILS OF THE WORKS

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

#### 3.1 NEW HUMANITIES PARKING

The scope of work for this site to be developed entails the development of a parking lot services near the Humanities and future buildings around the development site. The total area for the parking lot to be developed is 4 108 square meters (m<sup>2</sup>) intended to cater for 115 motor vehicles. The Works to be undertaken on this contract comprises the construction of the following work:

#### 3.2 Bulk Earth works

The works will consist of Clear & grub, cut to spoil and importing material for pavement layers. Materials to be obtained either from the Contractors own borrow pit or commercial sources. Layer works to be constructed in 150mm thickness.

The table below depict the minimum required specification on the material and compactions required on the earthworks to be constructed.

Surfacing	: 80mm Paving blocks on 20mm sand
Base	: 150 C3 compacted to 97% MOD AASHTO density.
Sub-Base	: 150 G5 compacted to 95% MOD AASHTO density.
Roadbed	: 150 G6 compacted to 93% MOD AASHTO density.
Fill	: G6 layers in layers of 150mm max compacted to 93% MOD AASHTO density

### 3.3 Climatic conditions

The area is in the summer rain fall zone of the Republic of South Africa. The mean annual precipitation of the area is approximately 794 mm according to the weather station at Sibasa. The maximum temperature seldom rises above 36 degrees Celsius, and the minimum seldom reach -2 degree Celsius.

### 3.4 Labour recruitment conditions

The recruitment of the local Labour can be done through the University of Venda.

### 3.5 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plan.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the SABS 1200 Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the Tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

## PS4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

### 4.1 General

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

### 4.2 Drawings (*Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12*)

The reduced drawings form part of the Tender documents as mentioned under Part T1 and shall be used for Tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Employer's Agent all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Employer's Agent Representative to complete the as-built drawings shall be made available to the Employer's Agent Representative before the Certificate of Completion is issued.



Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Employer's Agent. The Employer's Agent will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Employer's Agent for confirmation before he commences with any structural construction work. The Contractor shall also check all dimensions which are given on the drawings and inform the Employer's Agent of any conflicting dimensions.

#### **4.3 Responsibilities for design and construction** (Read with SANS 1921 – 1:2004 Clause 4.2)

**4.3.1** The responsibility strategy followed in this contract shall be A.

**4.3.2** The structural and civil Employer's Agent responsible for the design in accordance with the specification is: Endecon Ubuntu (Pty) Ltd

#### **4.4 Planning, Programme and Method Statements** (Read with SANS1921-1:2004 clause 4.3)

##### **4.4.1 Preliminary programme**

The Contractor shall include with his Tender a preliminary programme on the prescribed form to be completed by all Tenders. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenders may submit tender for an alternative Time for Completion in addition to a Tender based on the initial Tendered Time for Completion. Each such alternative Tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his Tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

##### **4.4.2 Programme in terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the Tender shall be used as basis for this programme.

The following must be stated on the programme:

- (a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (b) A budget of the value of completed work, month by month, for the full contract period.
- (c) The critical path.
- (d) Work to be undertaken by Local Contractor (if applicable)
- (e) Training Courses
- (f) Schedule of plant and resources to be utilized

The Contractor's attention is also drawn to clause 5.7.3 of the General Conditions of Contract 2015.

##### **4.4.3 Time for Completion**

The Tenderer shall indicate under section C1.2.2: **Data provided by Contractor** the time within which the contract shall be completed.

##### **4.4.4 Delay in Completion**

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Employer's Agent to order the Contractor to expedite the work should the work, in the opinion of the Employer's Agent, not progress in a satisfactory way.

#### **4.5 Quality Assurance (QA)** *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's Agent . To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employer's Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Employer's Agent or the Employer's Agent 's representative to act as foreman or surveyor.

#### **4.6 Management and disposal of water** *(Read with SANS 1921 - 1: 2004 clause 4.6)*

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

#### **4.7 Earthworks** *(Read with SANS 1921 - 1: 2004 clause 4.10)*

##### **4.7.1 Borrow pits and spoil areas**

It is not foreseen that borrow pits will be made available to the Contractor and allowance is to be made for the importation of material from commercial sources if required.

The spoil sites shall be determined on site in conjunction with the Employer's Agent and the Employer. The Contractor shall be permitted to use only those spoil areas approved by the Employer's Agent.

Should the Contractor wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Employer's Agent and the landowner.

#### **4.8 Testing** *(Read with SANS 1921 – 1: 2004 clause 4.11)*

##### **4.8.1 Process control**

The Contractor shall arrange for his own process control tests. The Contractor will be expected to employ the services of an accredited laboratory to perform the control testing. The Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

##### **4.8.2 Acceptance control**

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

#### **4.9 Site Establishment** *(Read with SANS 1921 - 1: 2004 clause 4.14)*

##### **4.9.1 Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel, labourers, clerk of works and contracts manager.

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.

The area available for the Contractor's will be indicated during the site inspection. The Contractor must take note that the other Contractor's as well as the Employer's Agent 's facilities will also be in the same area. The Contractor shall conform to all local authority, environmental and industrial regulations.

#### **4.9.2 Power Supply**

The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity.

The rates Tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

#### **4.9.3 Water Supply and Sewer**

The Contractor shall erect and maintain on the site 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 from the site.

The Contractor shall make his own arrangements concerning the supply of water and sewer disposal at the contractor's campsite. No direct payment shall be made for the provision of water or sewer disposal.

The Contractor must supply all necessary materials for the water connection at a position pointed out by the Employer's Agent . The availability of water cannot be guaranteed by the Employer and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it. The rates Tendered for the relevant items in the Preliminary and General Section of the schedule 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. The Contractor will be held responsible for any wastage of water due to negligence.

#### **4.9.4 Accommodation of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

#### **4.9.5 Water for construction**

The availability of water cannot be guaranteed by the Employer and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it.

The rates Tendered for the relevant items in the schedule of quantities shall include all costs for the establishment and maintenance of water supply for the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

#### **4.9.6 Facilities for the Employer's Agent**

One site office as well as a meeting facility, as described under Clause PSAB1.1, is required for the Employer's Agent.

No housing is required for the Employer's Agent or his Representative.

#### 4.9.7 Telephone Facilities

Telephone and facsimile facilities are needed on the site (refer Clause PSAB2.1).

#### 4.9.8 Survey beacons *(Read with SANS 1921 - 1: 2004 clause 4.15)*

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

#### 4.10 Existing Services *(Read with SANS 1921 - 1: 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners will be encountered:

SERVICE OWNER	TYPE OF SERVICE
University of Venda	Electrical/Power lines Communication cables Waterlines and reticulation within the university

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of University as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Employer's Agent immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval/ Sub contractors for the relocation of the Known service requiring relocation, shall not be used as a reason to claim for extension of time or standing time and related costs.

#### 4.11 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

##### 4.11.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.4.

#### 4.11.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

A Health and Safety Specification is included in Section C3.3, Part PE of the Tender documents as part of the Particular Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit within 14 days after award of Tender, his own documented Health and Safety Plan proposed to be implemented for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 30;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

#### 4.11.3 Cost of compliance with the OHS Act Construction Regulations

The rates and prices Tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

#### 4.12 Management of the environment *(Read with SANS 1921 - 1: 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

##### 4.12.1 Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent.

#### **4.12.2 Fires**

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

#### **4.12.3 Environmental Management Plan**

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications Part C, will be adhered to.

#### **4.13 Contract Name board**

If required, one official contract name board, as per C4.2 *Site Information: Construction Notice Board*, is will be erected for this contract.

#### **PS5 SECURITY CLEARANCE OF PERSONNEL**

Tenders should note that the Employer may require that Security Clearance investigations be conducted on any number of the Tender's personnel.

If so required, the er 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.

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

#### **PS6 SUPPLY OF MATERIALS**

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

#### **PS7 EXECUTION OF THE WORKS**

##### **7.1 Inspection by the Employer's Agent**

No portion of the work shall be proceeded with until the Employer's Agent or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Employer's Agent or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

## **C3.2 ENGINEERING**

### **C3.2.1 Design**

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

### **C3.2.2 Employer's Design**

- (a) Detail description of Works
- (b) General Works

### **C3.2.3 Contractor's Design**

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

### **C3.2.4 Design procedures**

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

### **C3.3 PROCUREMENT POLICY**

Bids will be assessed under the provisions of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); BBBEE, Supply Chain Management Policy of the municipality in accordance with the specifications and in terms of 90:10 preferential points system and functionality. The minimum threshold for functionality is 70%, bidders who score less than 70% will not be considered for further evaluation.



### C3.4 CONSTRUCTION

#### C3.4.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.  
(i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE Tel : (011) 805-5947  
Waterfall Park / Postnet Suite 81 Fax : (011) 805-5971  
Howick Gardens / Private Bag X65  
Vorna Valley / Halfwayhouse Contact Person : Angeline Aylward  
Becker Street / 1685  
Midrand

- (b) SABS or BS Specifications and Codes of Practice  
Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.  
(c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.  
(d) Latest **Sabita Manual**, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

#### C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

##### C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2010. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11
1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4

3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

#### **C3.4.2.2 Amendments to the Standard Specifications**

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

#### **C3.4.2.3 Project Specifications Relating to Standard Specifications**

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications and amendments of the standard specifications required for this particular contract.

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

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

#### **C3.4.2.4 Project Specifications Relating to EPWP**

##### **EPWP Special Project Specification**

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction

methods

### **Requirement for Sourcing and engagement of Labour**

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

The minimum rate of pay set for the EPWP is R 228.78 per task or per day.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
  - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- (d) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (e) The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income

### **Employment demographics**

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

## **MATTERS RELATING TO THE STANDARD SPECIFICATIONS**

SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

SECTION 1800 : DAYWORK SCHEDULE

SECTION 2100 : DRAINS

SECTION 2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

SECTION 3100 : BORROW MATERIALS

SECTION 3300 : MASS EARTHWORKS

SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL

SECTION 3500 : STABILAZATION

SECTION 5700 : ROAD MARKING

SECTION 7300 : CONCRETE BLOCK PAVING

SECTION 7400 : SUNDRY STRUCTURES

SECTION 8100 : TESTING MATERIAL AND WORKMANSHIP

## **1200 : GENERAL REQUIREMENTS AND PROVISIONS**

### **B1202 SERVICES**

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

### **B1204 PROGRAMME OF WORK**

#### **(a) General requirements**

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirements regarding the training of labourers and Emerging Contractors (EC’s).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC’s.

#### **(b) Programme of work for rehabilitation work**

Amend the word “network” in the fourth line of the second paragraph to read as “bar (Gantt) chart”.

### **B1205 WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

“The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system.”

Add the following at the end of this clause:

“The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day’s production for a specific item of work subject to acceptance control testing.”

### **B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS**

Add the following:

“The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.”

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

**B1209 PAYMENT**

**(b) Rates to be inclusive**

Add the following:

"VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities".

**(e) Materials on the site**

Add the following:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

**B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED**

Add the following to the first paragraph of subclause (d)(ii)

"This is also required with respect to fences, gates, camp sites, bypasses and material spoiled on private property."

Add the following after subclause (e)

"These written statements, as required in Clause 1214(b)-(e) shall be handed to the Engineer before the final certificate will be issued."

**B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

**Method (ii) (Critical path method)**

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as five (05) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than five (05) working days in any calendar month, the difference between the five (05) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations shall also be

considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Rainfall records for **THOHOYANDOU**

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY	95.8	12
FEBRUARY	82.9	11
MARCH	65.4	10
APRIL	25	6
MAY	9.7	3
JUNE	14.4	2
JULY	2.4	1
AUGUST	2.8	1
SEPTEMBER	4.1	3
OCTOBER	37.3	7
NOVEMBER	111	14
DECEMBER	92.6	13

**B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED**

Add the following subclause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing."

**B1222 USE OF EXPLOSIVES**

Add the following subclause:

"(h) Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the engineer."

**B1224 THE HANDING-OVER OF THE ROAD RESERVE**

Add the following:

"The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic."

**B1229 SABS CEMENT SPECIFICATIONS**

Replace the last paragraph of this clause with the following:

"Where reference is made in this specification or the standard specifications to the cement specifications, eg. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

**SABS ENV 197-1: Cement-composition, specifications and conformity criteria.**

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

Add the following new clauses:

**B1230 SUBCONTRACTORS**

Over and above the stipulations of clause 4.4 of the General Conditions of Contract 2010, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 4.4 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.



**B1231 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

Add the following clause:

**B1232 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996**

**(a) Introduction**

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

**(b) General Provisions**

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

**(c) Duties of the Manager**

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that
  - Describes the organisation of work.
  - Contains aspects concerning the protection of the employees and other persons' health and safety.
  - Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Add the following pay items and change the clause number.

**B12.35 MEASUREMENT AND PAYMENT**

Add the following items:

<b>"ITEM</b>		<b>UNIT</b>
<b>B12.01</b>	<b>Locating Existing Services</b>	Provisional Sum
<b>ITEM</b>		<b>UNIT</b>

**B12.02 Hand Excavation to determine the positions of existing services**  
 To determine the positions of existing services cubic metre (m<sup>3</sup>)  
 Measurement and payment shall be as specified for item 22.01 in the standard specifications.

**ITEM UNIT**

**B12.06** Provisional sum for payment of contract notice  
 board as instructed by the engineer provisional sum

**ITEM UNIT**

**B12.10** Handling costs and profit in respect of sub-items B12.01 to B12.06 above percentage (%)  
 Measurement and payment shall be in accordance with the general conditions of contract."

The tendered percentage is a percentage of the amount actually spent under the sub-items B12.01, B12.03 to B12.09, which shall include full compensation for the handling costs of the contractor, and the profit.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

### **1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

#### **B1302 GENERAL REQUIREMENTS**

##### **(a) Camps, constructional plant and testing facilities**

Add the following:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations."

#### **B1303 PAYMENT**

**ITEM UNIT**

##### **B13.01 The contractor's general obligations (As specified)**

Add the following after the fifth paragraph:

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT. Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for in his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

### **1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

#### **B1402 OFFICES AND LABORATORIES**

##### **(a) General**

Add the following:

"The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two metre high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the engineer.

Separate payment shall be made for the provision and erecting of the security fence and gate as indicated on the drawings, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's tendered rate for item B13.01(c)."

##### **(b) Offices**

Add the following new sub-sub-clause:

"(xviii) The engineer's site supervisory staff shall be provided with cellular telephones by the contractor for site communication purposes. Provision is made in the bill of quantities for separate payment of the supply and

operating costs of such cellular phones.”

#### **B1406 MEASUREMENT AND PAYMENT**

Add the following sub-item:

<b>ITEM</b>	<b>UNIT</b>
<b>B14.11 Provision of cellular telephone to the Engineer:</b>	
(a) Cost of cellular phone, calls and other charges	Provisional Sum (P Sum)
(b) Handling cost and profits in respect of item B14.11(a)	Percentage (%)

The unit of measurement for item B14.11 shall include full compensation for the monthly cellular phone costs for the Engineer’s site personnel.

Measurement and payment in respect of the provisional sum item shall be made in accordance with the provisions of the general conditions of contract.

<b>ITEM</b>	<b>UNIT</b>
<b>B14.12 Provision and erection of security fencing (Including gate)</b>	metre (m)

The unit of measurement shall be the metre of security fence supplied and erected as indicated on the drawings and/or ordered by the engineer. The tendered rate shall include full compensation for procuring and furnishing of all material, including one vehicle gate, labour and equipment required to erect the specified security fence and maintain it for the duration of the contract.”

#### **General: Method of payment**

Add the following:

“The tendered rates under this section of the bill of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the engineer’s supervisory staff at the completion of the contract.”

#### **SECTION 1700: CLEARING AND GRUBBING**

##### **B1702 DESCRIPTION OF WORK**

###### **a) Clearing**

Add the following:

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as “temporary stockpiling of topsoil” or “unsuitable roadbed material” or “cut to spoil” whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200”

##### **B1703 EXECUTION OF WORK**

###### **(a) Areas to be cleared and grubbed**

Add the following:

“Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work due to the steep side slopes of the embankments. An additional pay-item is allowed

for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner.”

**B1704 MEASUREMENT AND PAYMENT**

Change item 17.01 to read as follows:

ITEM	UNIT
<b>B17.01 Clearing and grubbing of:</b>	
Clearing and grubbing	hectare (ha)

Measurement and payment for item B17.01 shall be as specified for item 17.01 of the standard specifications.

**1800 : DAYWORK SCHEDULE**

Note: This is a new section added to the Standard Specifications.

Add the following:

**B1801 SCOPE**

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item “units” in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

**B1802 ORDERING OF DAYWORK**

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

**B1803 MEASUREMENT AND PAYMENT**

The engineer may order the following daywork items:

ITEM	DESCRIPTION	UNIT
B18.01	(a) Normal hours of duty of:	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h)
	(iii) Skilled	Hour (h)
B18.02	(iv) Foreman	Hour (h)
	Hire of construction equipment	Hour (h)
	(a) Excavator 22 –30 ton	Hour (h)
	(b) TL Backactor	Hour (h)
	(c) Front end loader	Hour (h)
	(d) Platform truck	Hour (h)
	(e) Tip truck	Hour (h)
	(f) Grader (CAT 140G or similar)	Hour (h)
	(g) Walk behind roller ( <i>Bomag BW90 or similar</i> )	Hour (h)
	(h) Mechanical Broom	Hour (h)
	(i) D6 Dozer	Hour (h)
	(j) Compressor	Hour (h)
	(k) Submersible dewatering pump	Hour (h)

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and

profits as described in sub-clause 6.5 of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on daywork items in accordance with the Appendix to the Tender shall not be applicable on daywork items listed in the bill of quantities in terms of the above specifications. In the event of new daywork rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of "unskilled" and "skilled" labourers required for the work as ordered by the engineer."

**2100 : DRAINS**

**B2103 BANKS AND DYKES**

Add the following:

"Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into the inlet with a minimum loss of velocity (energy)."

**B2104 SUBSOIL DRAINAGE**

**(a) Materials**

- (i) Pipes

Delete the last sentence of the fifth paragraph and substitute it with the following:

"Perforation for 100mm pipes shall be spaced in two rows, one on each side of the vertical centre line of the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference."

- (ii) Synthetic-fibre filter fabric

Add the following:

"All filter fabric shall be a non-woven needle punched type material and must be approved by the engineer. Filter fabrics shall have a minimum co-efficient of permeability of  $3 \times 10^{-3}$  m per second."

**B2107 MEASUREMENT AND PAYMENT**

Add the following new items:

<b>"ITEM</b>	<b>UNIT</b>
--------------	-------------

<b>B21.20 Galvanised wire mesh 250 x 250mm, at the outlets of subsoil drainage systems. Mesh 10mm x 2,5mm wire diameter</b>	Number (No)
---	-------------

The unit of measurement shall be the number of 250mm x 200mm pieces of wire mesh, with a 10mm x 10mm mesh and 2,5mm wire diameter built into the subsurface drain outlet structure as shown on the drawings.

The tendered rate shall include for procuring, furnishing and installing the material, cutting, waste and keeping the mesh in the pipe opening clean during installation.

<b>ITEM</b>	<b>UNIT</b>
-------------	-------------

<b>B21.21 Subsoil drainage markers</b>	Number (No)
--	-------------

Measurement and payment shall be as specified for item 22.24 in the standard specifications."

## **2300 : CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS**

### **B2301 SCOPE**

Add the following:

“The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

Type A	:	In situ concrete channel, 0,8m wide on fills
Type B	:	Precast concrete kerbing, semi-mountable (SABS 927-1969)
Type C	:	In situ concrete kerbing at intersections
Edge beam	:	In situ concrete kerbing at farm access and bus stops
Type E, F1 & F2	:	In situ concrete “V”-shaped channels in side drains and open drains.”

### **B2302 MATERIAL**

Add the following new sub-clauses:

#### **B2304 CONSTRUCTION**

##### **(d) Slip form kerbing**

Add the following:

“Slip-form kerbing shall under no circumstances be allowed.”

##### **(e) Cast in situ kerbs and channels**

Add the following:

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

Add the following new sub-clauses:

##### **(i) Construction sequence**

Replace paragraphs (i), (ii) and (iii) with the following:

“In all cases where kerbing and/or channelling adjoin the bituminous surface of the road, the kerbing and/or channelling may only be constructed after the bituminous surface has been completed.

Before commencing with the kerbing and/or channelling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside the cut line must be carefully removed to the required thickness of concrete without damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Add the following sub-clause:

##### **(k) Formwork and finish**

“Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool.”

## **3100 : BORROW MATERIALS**

### **B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

Add the following to sub-clause 3102(a):

"Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer's representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor."

### **B3103 OBTAINING BORROW MATERIALS**

#### **(a) General**

Add the following:

"The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer."

#### **(b) Use of borrow materials**

Add the following to the second paragraph of this sub-clause:

"Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor's responsibility and entirely at his own expenses."

### **B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS**

#### **(c) Excess overburden**

Add the following:

"All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

#### **(f) Protecting borrow pits**

Add the following:

"It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including a access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified by the employer, be dismantled and removed or left in-place as instructed by the employer. Payment for fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

In addition to fencing, Security Guards shall be supply on a 24 hour, 7 days a week basis, with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits."

Add the following new sub-clause:

#### **“(h) Haul roads**

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor's own cost to the satisfaction of the engineer."

### **B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS**

Add the following to this clause:

"Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and payment for such extra work shall be made using daywork items as scheduled under this section."

**B3108 MEASUREMENT AND PAYMENT**

Change item 31.01 to read as follows:

<b>"ITEM</b>	<b>UNIT</b>
<b>B31.01 Excess overburden :</b>	
(a) Depth up to and including 0,5m	cubic meter (m <sup>3</sup> )
(b) Depth exceeding 0,5m and up to 1,0m	cubic meter (m <sup>3</sup> )

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable."

Add the following new item:

**3300 : MASS EARTHWORKS**

**B3305 TREATING THE ROADBED**

**(a) Removing unsuitable material**

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

**(c) Preparing and compacting the roadbed**

Delete the last sentence of the first paragraph "If necessary, roadbed..... depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

**B3307 FILLS**

**(c) Constructing a pioneer layer**

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in sub-clause 3304(b) of the standard specifications."

**(d) Benching**

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

**B3308 FINISHING THE SLOPES**

**(d) General**



Add the following:

"Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified."

### **3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL**

#### **B3402 MATERIALS**

##### **(a) General**

Add the following:

"Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings."

#### **B3405 CONSTRUCTION TOLERANCES**

##### **(e) Cross-section**

Delete the second paragraph and replace with the following:

"The normal crossfall of the road wearing course where the road is in a straight horizontal alignment, is specified as 3% as shown on the drawings.

At any cross-section the measured crossfall between any two points shall at least be 2,8% and not more than 3,5%. At any cross-section the actual level at any point shall not be higher than 10mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and crossfall deviations."

##### **(f) Surface regularity**

Add the following:

"Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on either side of the joint of the layer covering at least a 30m length into the newly constructed section.

#### **B3406 QUALITY OF MATERIALS AND WORKMANSHIP**

Add the following:

"Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications".

### **SECTION 3500 : STABILISATION**

#### **B3503 CHEMICAL STABILISATION**

##### **(a) Preparing the layer**

Add the following:

Breaking-down and removal of oversize material and addition of material to make to required thickness shall be completed before stabilising agent shall be added."

**(h) Curing the stabilised work**

Add the following:

"It is the intention of this contract that curing of chemically stabilised layers shall be undertaken in accordance to protection method (ii) as specified. Any other method of curing shall only be allowed in special circumstances as decided upon by the engineer, but no additional payment whatsoever over and above that allowed for in item 35.05 will be made."

**(i) Construction limitations**

In table 3503/1, replace "8 hours" with "6 hours."

**B3506 TOLERANCES**

**(b) Uniformity of mix (chemical stabilisation)**

Add the following:

"All pavement layers, especially layers which are to be chemically stabilised, shall, apart from the application of other mixing equipment, include at least two motor grader blade mixing operations to the full depth of the layer.

The in-place mixing of chemical stabilising agents with gravel materials shall be executed in such a manner that the coefficient of variation in the uniformity of the mix shall not exceed 30% when the stabilised layer is subjected to the chemical titration test, TMH1 method A15d. For plant-mixed stabilised materials the coefficient of variation shall not exceed 20%.

The coefficient of variation,  $C_v$ , is calculated by the formula:

$$C_v = \frac{S_n}{X_n} \times 100 \text{ where,}$$

$S_n$  = standard deviation of n determinations of stabilising agent content

$X_n$  = mean percentage of n determinations of stabilising agent content with n = 4 minimum."

**B3509 QUALITY OF MATERIALS AND WORKMANSHIP**

Add the following:

"The preparation of chemically stabilised material for the determination of the modified AASHTO density of the material shall be executed in accordance with TMH1 test method A16T and compaction thereof in accordance with TMH1 test method A7."

**5700 : ROAD MARKINGS**

**B5706 SETTING OUT THE ROAD MARKINGS**

Add the following:

"Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and

other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Engineer before the Contractor commences with the road marking.”

**B5707 APPLYING THE PAINT**

Add the following:

“The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move within the site.”

**B5711 GENERAL**

Insert the following into the last sentence of the last paragraph between “black paint” and “or chemical paint remover”:

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

“Where black paint is used, it shall be matt.”

Add the following new clause:

**B5714 MEASUREMENT AND PAYMENT**

<b>ITEM</b>	<b>UNIT</b>
<b>B57.06 Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)</b>	

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking.”

Add the following item:

<b><u>Item</u></b>	<b><u>Unit</u></b>
B57.07 Establishment of painting unit during the construction period	Lump sum

The unit of measurement shall be the lump sum to compensate the contractor for the establishment and removal of the painting unit after the retention period.

The tendered lump sum shall include full compensation for the establishment on site and for the removal of all equipment, personnel, etc. as may be required for the application of the road marking.

**C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS**

**CONTENTS**

- C3.4.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS
- C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN
- C3.4.3.3 PROVISION OF STRUCTURED TRAINING
- C3.4.3.4 PROVISION OF THE TEMPORARY WORKFORCE

### **C3.4.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION**

#### **CONTENTS**

C3.4.3.1.1 INTRODUCTION

C3.4.3.1.2 SCOPE

C3.4.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.4.3.1.4 OPERATIONAL CONTROL

ANNEXURE 1: MEASURING INJURY EXPERIENCE

ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

ANNEXURE 3: LIST OF RISK ASSESSMENTS

#### **C3.4.3.1.1 Introduction**

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, The University of Venda, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the The University of Venda achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

#### **C3.4.3.1.2 Scope**

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

#### **C3.4.3.1.3 General Occupational Health & Safety Provisions**

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by The University of Venda as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the The University of Venda before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-

line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the The University of Venda shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 19960 and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

- It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.

\* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

Ref. Section/Regulation in OHSAct

Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)

First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the The University of Venda together with concise CV's of the appointees. All appointments must be officially approved by The University of Venda. Any changes in appointees or appointments must be communicated to The University of Venda forthwith.

The Principal Contractor must, furthermore, provide The University of Venda with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition, The University of Venda may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(iv) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- \* Notification of Construction Work (Construction Regulation 3.)
- \* Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- \* Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- \* OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- \* Copies of OH&S Committee and other relevant Minutes
- \* Designs/drawings (Construction Regulation 5 (8))
- \* A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- \* Appointment/Designation forms as per (a)(i) & (ii) above.
- \* Registers as follows:
  - \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
  - \* OH&S Representatives Inspection Register
  - \* Asbestos Demolition & Stripping Register
  - \* Batch Plant Inspections
  - \* Construction Vehicles & Mobile Plant Inspections by Controller
  - \* Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User

- \* Demolition Inspection Register
- \* Designer's Inspection of Structures Record
- \* Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
- \* Excavations Inspection
- \* Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
- \* Fall Protection Inspection Register
- \* First Aid Box Contents
- \* Fire Equipment Inspection & Maintenance
- \* Formwork & Support work Inspections
- \* Hazardous Chemical Substances Record
- \* Ladder Inspections
- \* Lifting Equipment Register
- \* Materials Hoist Inspection Register
- \* Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- \* Scaffolding Inspections
- \* Stacking & Storage Inspection
- \* Inspection of Structures
- \* Inspection of Suspended Platforms
- \* Inspection of Tunnelling Operations
- \* Inspection of Vessels under Pressure
- \* Welding Equipment Inspections
- \* Inspection of Work conducted on or Near Water
- \* All other applicable records

The University of Venda will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

C3.1 The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to The University of Venda on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

C3.2 The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to The University of Venda for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.



(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act *and Regulations to be in possession of valid proof of training as follows:*

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated above
- \* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- \* Basic First Aid (General Safety Regulations 3)
- \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with The University of Venda at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all The University of Venda OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by The University of Venda.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

The University of Venda will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by The University of Venda:

The University of Venda reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany The University of Venda on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon

to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies
- \* becomes unconscious
- \* loses a limb or part of a limb
- \* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- \* a major incident occurred
- \* the health or safety of any person was endangered
- \* where a dangerous substance was spilled
- \* the uncontrolled release of any substance under pressure took place
- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- \* machinery ran out of control

to The University of Venda within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both The University of Venda and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide The University of Venda with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide The University of Venda with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The University of Venda reserves the right to hold its own investigation into an incident or call for an independent external investigation.

#### Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that The University of Venda may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (General Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.))

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by The University of Venda, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

#### **C3.4.3.1.5 Measurement and Payment**

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

<b>Item</b>	<b>Unit</b>
<b>B1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations</b>	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

<b>Item</b>	<b>Unit</b>
<b>B1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations</b>	Month

The tendered monthly amount shall represent full compensation for that part of the contractor's general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations and the transport of employees on site. Payment will be monthly only after payment for Item **B1.1** has been made.

<b>Item</b>	<b>Unit</b>
<b>B1.3 Submission of the Health and Safety File</b>	Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

**C3.4.3.1.6 Project/Site Specific Requirements**

**See Annexure 3**

**Annexure 1: Measuring Injury Experience**

**Annexure 2: SHE Risk Management Report**

**Annexure 3. List of Risk Assessments**

## ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

### COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)

#### FORMULA

No. of Compensation Claims X 200 000 /

\*220 man hours X No. of Employees

#### DEFINITIONS

No. of Compensation

**Claims:**            **The number of claims lodged with the COID insurer for the period under review**

**200 000:**            The fixed factor to align the rate with other rates used internationally

Manhours Worked

Include:\*            Hourly Paid Employees

\*                      Sub-contractors (No. of Employees X \*220 each)

\*                      Staff (No. of Employees X \*220 hours each)

**220 manhours:**            The \*average number of hours worked by one employee in one month in the Construction industry.

\* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

**No. of Employees:**    The actual or average number of employees employed  
for the period under review.

2002/03CIFRSystem

## ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

### EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

\*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

\*(SHE = Safety, Health & Environment)

#### 1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

The first quarter of 2002 generally reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

#### 2. Incident Statistics

##### Compensation Incident Frequency Rate (CIFR)

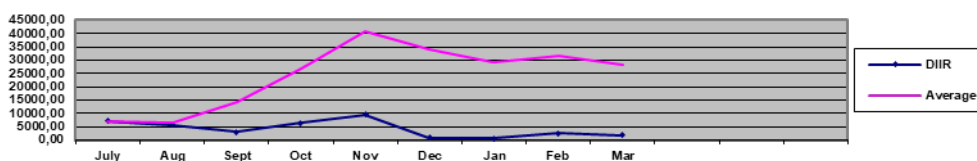
$CIFR = \frac{\text{Total No. of Claims against the Workmen's Compensation Fund} \times 200\,000}{\text{Manhours worked}}$

Manhours worked

##### 2.2. Disabling Injury Incidence Rate (DIIR)

$DIIR = \frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$

Manhours worked



##### 2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.

2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.



2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

### 3. RISK AREAS

The following items of concern need priority consideration by management:

3.1. New employees must undergo pre-employment medical examinations to:

- protect XYZ from claims at a later stage
- ensure that only healthy persons are employed
- prevent injuries and illness in the workplace
- enhance XYZ image

3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

### 4. AUDITS

Three SHE audits were conducted in February and March:

- |      |            |                      |                       |
|------|------------|----------------------|-----------------------|
| 4.1. | Job 00432: | Gillooly's Mall      | Compliance: 56%(*)    |
|      | Job 00786: | Cullinan Head Office | Compliance: 83%(****) |
|      | Job 00589: | Cleveland Station    | Compliance: 76%(***)  |

### 5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses. \*Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	1. 26	4. Induction	7. Internal
	2. 15	5. OH&S Reps	8. Consultant
	3. 3	6. Crane Drivers	9. External
February	23	Induction	10. Internal
	17	OH&S Reps	Consultant
March	43	Induction	11. Internal
	9	OH&S Reps	Consultant
	3	Bomag Rollers	Supplier
	3	First Aiders	12. St. John's

### 6. LEGAL ISSUES

6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

## 8. OCCUPATIONAL AND OTHER HEALTH MATTERS

### 8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

### 8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.

### 8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

## 9. ENVIRONMENTAL MEASURES

Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a "clean bill of health" and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

## 10. ACHIEVEMENTS/AWARDS

10.1. The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client's SHE managers. The project manager and his team are to be congratulated for this sterling effort.

10.2. Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

SHE Risk Manager

2002.09.27

### ANNEXURE 3: LIST OF RISK ASSESSMENTS

- \* Clearing & Grubbing of the Area/Site
- \* Site Establishment including:
  - Office/s
  - Secure/safe storage for materials, plant & equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
- \* Dealing with existing structures
- \* Location of existing services
- \* Installation and maintenance of temporary construction electrical supply, lighting and equipment
- \* Adjacent land uses/surrounding property exposures
- \* Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- \* Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- \* Exposure to noise
- \* Exposure to vibration
- \* Protection against dehydration and heat exhaustion
- \* Protection from wet & cold conditions
- \* Dealing with HIV/Aids and other diseases
- \* Use of Portable Electrical Equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
- \* Excavations including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- \* Welding including
  - Arc Welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- \* Loading & offloading of trucks
- \* Aggregate/sand and other materials delivery
- \* Manual and mechanical handling
- \* Lifting and lowering operations
- \* Driving & operation of construction vehicles and mobile plant including

- Trenching machine
- Excavator
- Bomag roller
- Plate compactor
- Front end loader
- Mobile cranes and the ancillary lifting tackle
- Parking of vehicles & mobile plant
- Towing of vehicles & mobile plant
- \* Use and storage of flammable liquids and other hazardous substances
- \* Layering and bedding
- \* Installation of pipes in trenches
- \* Pressure testing of pipelines
- \* Backfilling of trenches
- \* Protection against flooding
- \* Gabion work
- \* Use of explosives
- \* Protection from overhead power lines
- \* As discovered by the Principal Contractor's hazard identification exercise
- \* As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

### **C3.4.3.2 ENVIRONMENTAL MANAGEMENT PLAN**

#### **CONTENTS**

C3.4.3.2.1	SCOPE
C3.4.3.2.2	DEFINITIONS
C3.4.3.2.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
C3.4.3.2.4	LEGAL REQUIREMENTS
C3.4.3.2.5	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
C3.4.3.2.6	TRAINING
C3.4.3.2.7	ACTIVITIES/ASPECTS CAUSING IMPACTS
C3.4.3.2.8	ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
C3.4.3.2.9	RECORD KEEPING
C3.4.3.2.10	COMPLIANCE AND PENALTIES
C3.4.3.2.11	MEASUREMENT AND PAYMENT

#### **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 notification 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. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Makhado Local Municipality 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.

#### **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 notification 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. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Makhado Local Municipality 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.

#### **C3.4.3.2.2 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 and which are declared to be undesirable.

**Construction Activity:** a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

**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. An impact may be the direct or indirect consequence of a construction activity.

**Record of Decision:** a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

**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.

#### **C3.4.3.2.3 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
- stormwater discharge
- emission of pollutants into the atmosphere

- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

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 engineer's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she 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 subclause 8.3 as amended by Particular Condition 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 practice 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

#### **C3.4.3.2.4 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

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

#### **C3.4.3.2.5 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 engineer 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 engineer to make a decision. The engineer 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 engineer will be

responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer'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 engineer 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 of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer 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 as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.3.1 and 4.3.2 of the General Conditions of Contract. 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.

### **C3.4.3.2.6 TRAINING**

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the 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 courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he/she intends concluding his environmental training obligations.



### **C3.4.3.2.7. 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 part. This list is not exhaustive, and shall be used for guideline purposes only.

### **C3.4.3.2.8. 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 engineer 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 engineer for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

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 engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of 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. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). 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) Heating and 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 metres 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 engineer. Read with COLTO Specifications 1402(g) and 1404(a).

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 engineer.

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 engineer. 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, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

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. (Read with COLTO Specification 1302(b)).

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. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

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 engineer.

The contractor shall provide proof to the engineer 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 engineer 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

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

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 engineer 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 engineer 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 responsible for the 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 notification period.

f) Soil Management

i) Topsoil

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. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). 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 engineer. 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 engineer, 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 and from 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 engineer 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

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 C1008 (e) and C1008 (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 is in possession of the approved EMP or a copy thereof, 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 these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the engineer 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. (Read with COLTO Standard Specification clauses 1217 and 3309)

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 notification 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 engineer for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the engineer. 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 re-vegetation.

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 engineer will assist the contractor in obtaining the necessary approval if requested by the contractor.

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 engineer for other acceptable stabilising methods. The engineer may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an engineer's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). 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 engineer 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 and 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 engineer and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the engineer 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 engineer

In all cases, the engineer 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. (Read with COLTO Specification 3203 and 4306).

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 engineer 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 engineer the manner in which he intends to advertise to the adjacent communities and/or road users the times 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 C1008(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 engineer 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 engineer 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 engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer 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 engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer'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 engineer. 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 engineer 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 engineer of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Subclause 4.24 as amended by Particular Condition).

#### 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 engineer informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Sub-clause 4.24 as amended by Particular Condition).

#### 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 office of the 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 notification period.

#### **C3.4.3.2.9. RECORD KEEPING**

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer 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-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer 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.

#### **C3.4.3.2.10. COMPLIANCE AND PENALTIES**

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.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

##### **a) Unnecessary removal or damage to trees**

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R10 000 per tree
- Greater than 6180mm girth : R30 000 per tree

##### **b) Serious violations:**

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor's cost). : R1 000 to R5 000 per incident
- Unauthorised blasting activities. : R 5 000 per incident
- Pollution of water sources. : R 10 000 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

##### **c) Less serious violations:**

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site. : R1 000 per incident



- Dumping of milled material in side drains or on grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site. : R 500 per incident
- Any vehicles being driven in excess of designated speed limits. : R 500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife. : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R 500 per incident

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

#### **C3.4.3.2.11. MEASUREMENT AND PAYMENT**

The cost of complying to this specification shall be deemed to be included in the rates tendered for this project.

<b>Item</b>	<b>Unit</b>
<b>B100.01</b>	<b>Penalty for unnecessary removal or damage to trees</b>
	for the following diameter sizes
(a)	2600mm girth or less number (No)
(b)	Greater than 2600mm, but less than 6180mm girth number (No)
(c)	Greater than 6180mm girth number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

<b>Item</b>	<b>Unit</b>
<b>B100.02</b>	<b>Penalty for serious violations</b>
(a)	Hazardous chemical/oil spill and/or dumping in non-approved sites number (No)
(b)	General damage to sensitive environments
(c)	Damage to cultural and historical sites number (No)
(d)	Pollution of water sources number (No)
(e)	Unauthorised blasting activities number (No)
(f)	Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost) number (No)

The unit of measurement for B100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item	Unit
<b>B100.03</b>	<b>Penalty for less serious violations</b>
• Littering on site	number (No)
• Lighting of illegal fires on site	number (No)
• Persistent or un-repaired fuel and oil leaks	number (No)
• Excess dust or excess noise emanating from site	number (No)
• Dumping of milled material in side drains or on grassed areas	number (No)
• Possession or use of intoxicating substances on site	number (No)
• Any vehicles being driven in excess of designated speed limits	number (No)
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
• Illegal hunting	number (No)
• Urination and defecation anywhere except in designated areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The engineer's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas (to be completed by compiler)
1300	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	
1400	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	
1500	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	
1600	Overhaul	Spillage Storage Noise/lights	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas (to be completed by compiler)
		Dust control Exhaust fumes Washing waste			Preserve topsoil	
1700	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	
2100 - 2400	Drainage	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	
3100	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	
3200	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	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas (to be completed by compiler)
3300	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	
3400 - 3900	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	
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	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	
5000	Ancillary roadworks	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	

Section	Contents	Environmental Impacts				
		Pollution Type	Deformation of Landscape	Soil erosion	Alien Vegetation	Sensitive Areas (to be completed by compiler)
6000	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	
7000	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	

### **C3.5 MANAGEMENT**

#### **C3.5.1 MANAGEMENT MEETINGS**

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

#### **C3.5.2 QUALITY CONTROL**

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.



---

## **C4. POLICY ON SUPPLY CHAIN MANAGEMENT AND HOUSE RULES**

### **C4.1. Policy on Supply Chain Management**

The procurement policy can be obtained from the University of Venda upon request.

### **C4.2. House Rules**

#### **Rules**

1. All deliveries that will occur during the university operating hours must be coordinated so as not to obstruct the roadways or public routes in any form for any period of time. Failing this, deliveries must be restricted to between 22h00 and 04h00.
2. No construction or construction related vehicles are allowed to be parked alongside the roads or university buildings. No queuing of delivery vehicles will be permitted on any part of the route to your site and /or site establishment.
3. All work resulting in high levels of noise or disruption to University operations will be restricted to hours between 22h00 and 04h00 or coordinated with University contact person.
4. All dust and debris resulting from grounds and landscaping work is to be contained within the site. Any materials and rubble outside the applicable site will be removed by Univen from the campus without notice to yourselves and will be for your account.
5. All operating services are to be protected at all times.
6. Work will be allowed at night provided that the site is adequately illuminated and security is fully coordinated and documented.
7. All vehicles related to your works are to be parked within your site or in public parking with costs for your account. Any contractor vehicle towed or clamped due to illegal parking will be for your account.
8. The site is to be maintained in a reasonable state of tidiness at all times.
9. Rubble may not be accumulated on site. Suitable skips are to be provided for the works.



### **Behavior on site**

1. No worker may use any of the facilities on campus and they are limited to the applicable site.
2. No worker may mingle or be seen to contact any student or stay overnight on campus
3. No worker may enter the student bar
4. No worker may enter any of the student residences
5. No worker may enter the student/staff cafeteria or tuck shop
6. No worker may enter any of the university buildings for any reason whatsoever prior to arrangement with University contact person.
7. When work is done, no worker will be allowed to loiter in the campus
8. Campus security has very strict instruction to enforce any of these house rules and Univen reserves the right to request contractor to remove such employee from site permanently.

### **Spot fines**

1. Under no circumstances will the service provider be allowed to make use of any University equipment. Should the service provider or his sub-contractors be seen making use of the aforementioned equipment, an immediate spot fine of R 3 000.00 per occurrence will apply and such monies will automatically be deducted off any payment invoice due.
2. Similarly, the service provider and sub-contractors are limited to their actual site areas and places of work and under no circumstances will materials, equipment, tools, cooking or any other disturbance be allowed in public areas and delivery of materials via the normal University traffic routes is strictly prohibited without proper coordination. The service provider is to respect the operational environment in which their work will be performed. A spot fine of R2 000.00 per occurrence will apply and be deducted off any payment invoice due should the above not be adhered to.

# **CONSTRUCTION OF NEW HUMANITIES PARKING**

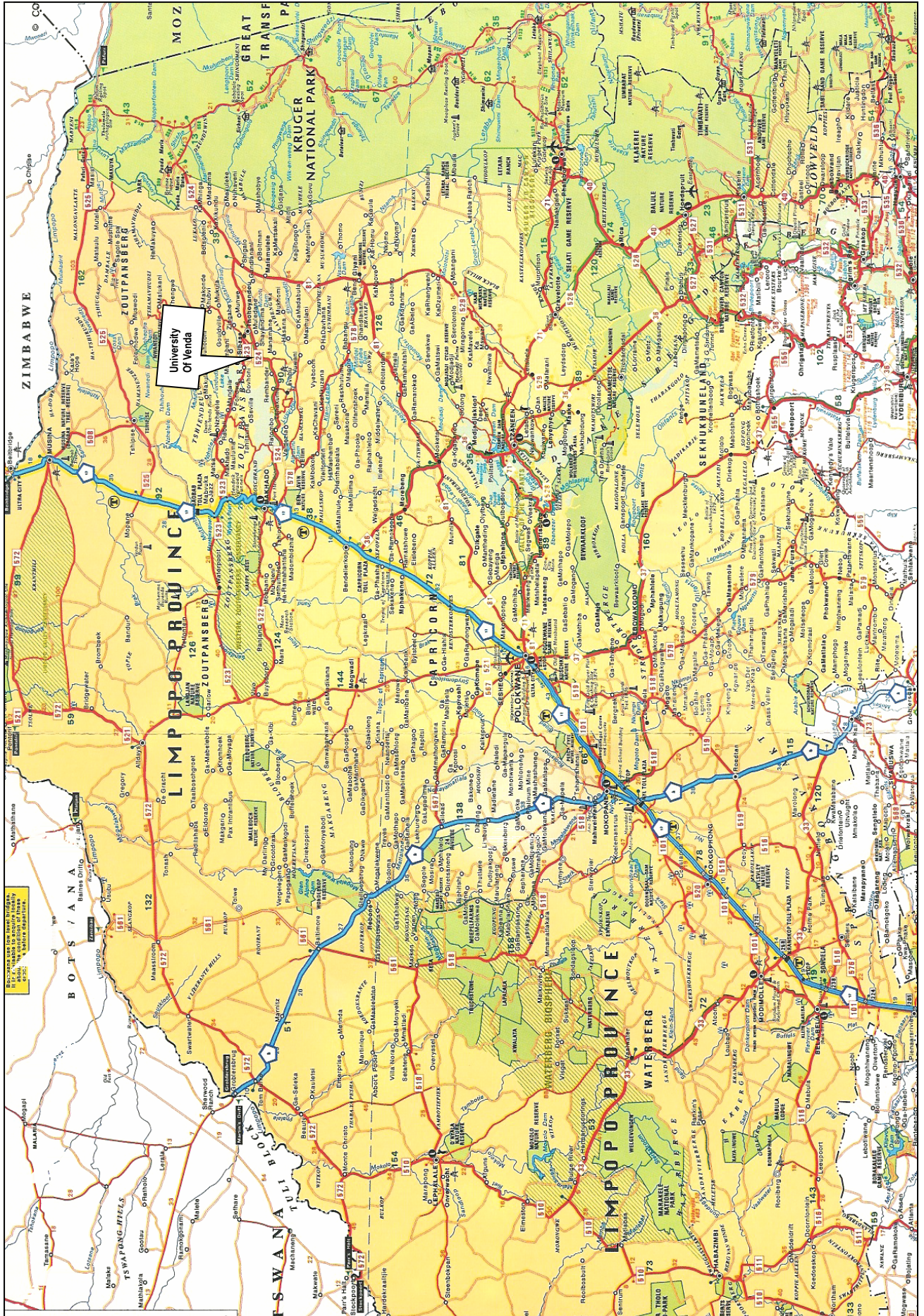
**TENDER NO : IN/23/2023**

## **PART C 5: SITE INFORMATION**

**C5.1: LOCALITY PLAN**

**C5.2: TENDER DRAWINGS**

# C5.1 LOCALITY PLAN

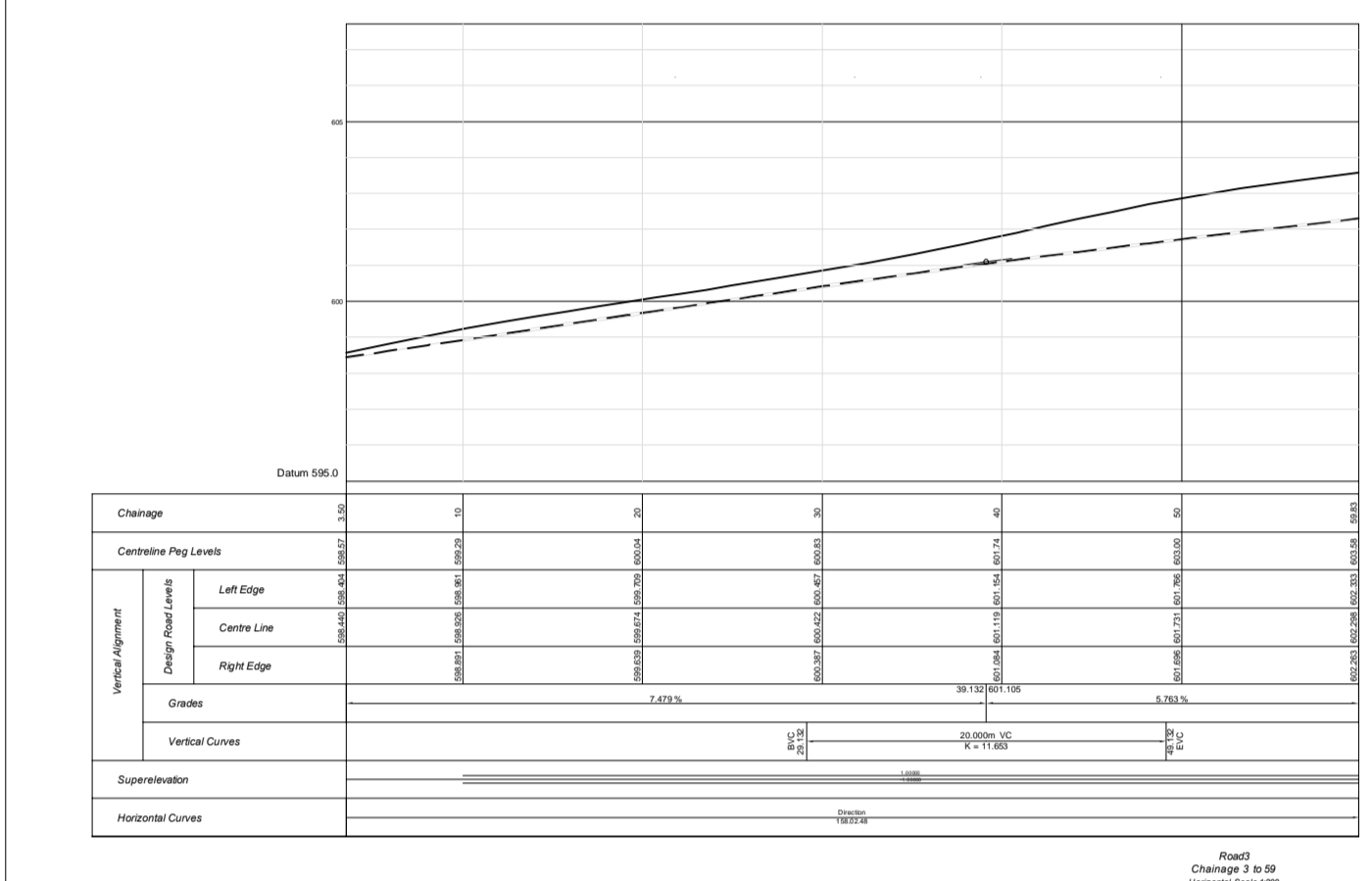
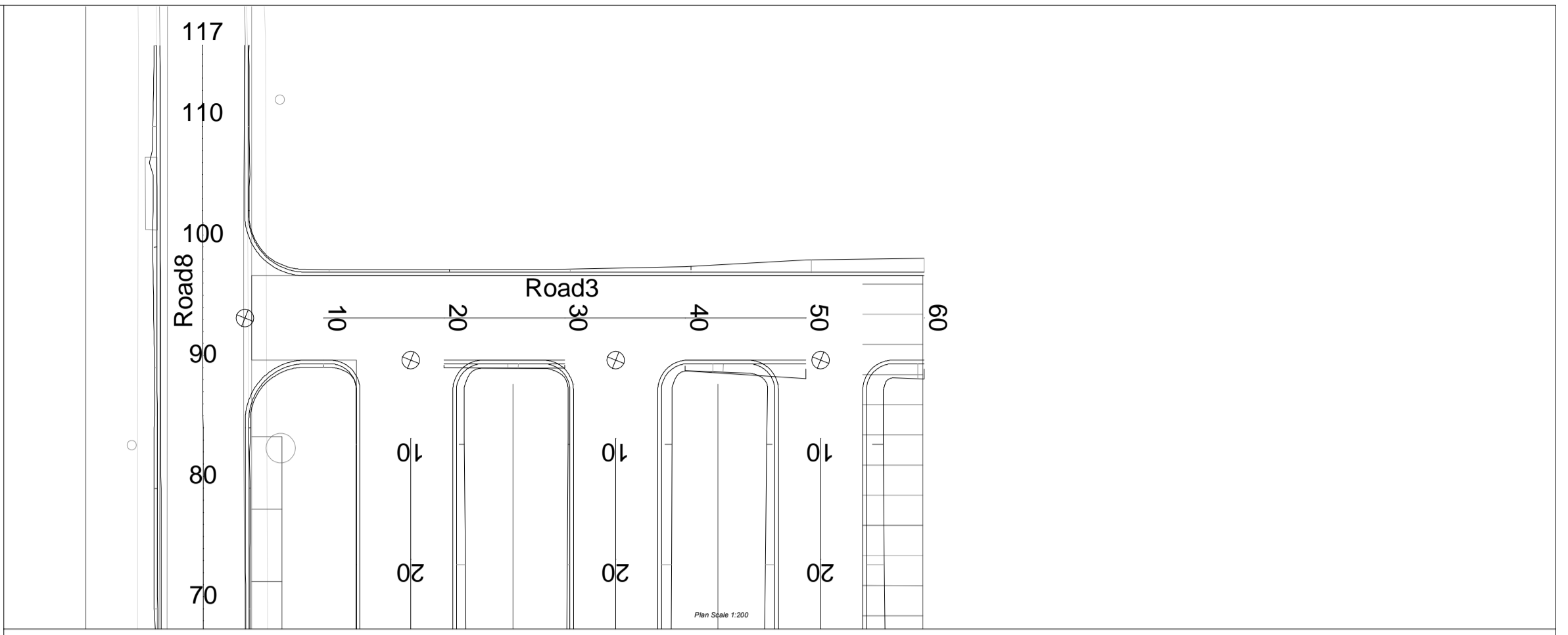
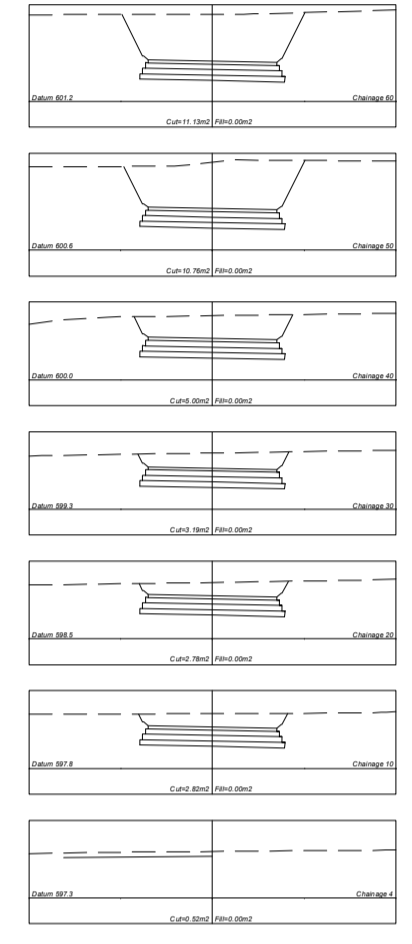
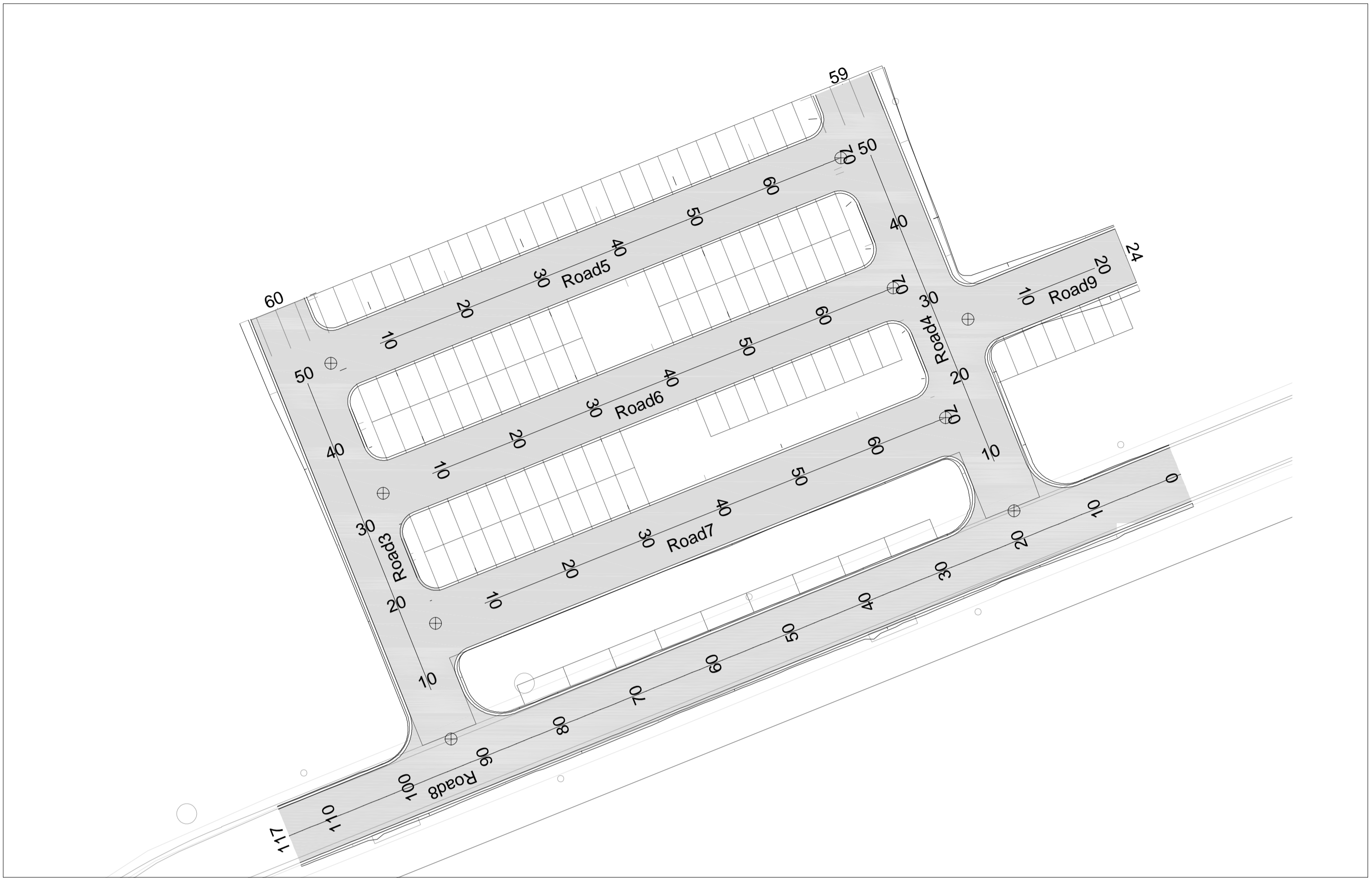


## C5.2 TENDER DRAWINGS

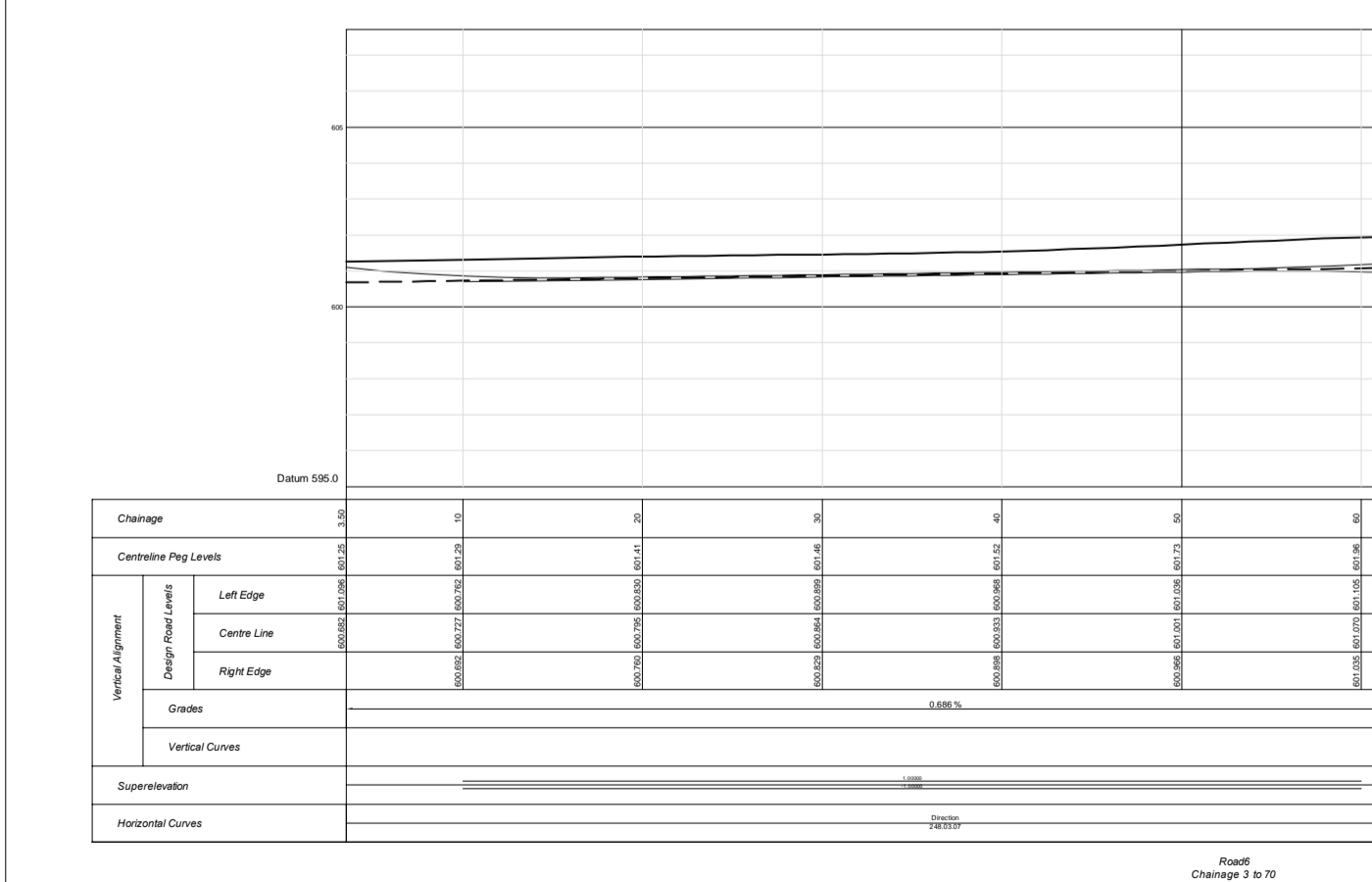
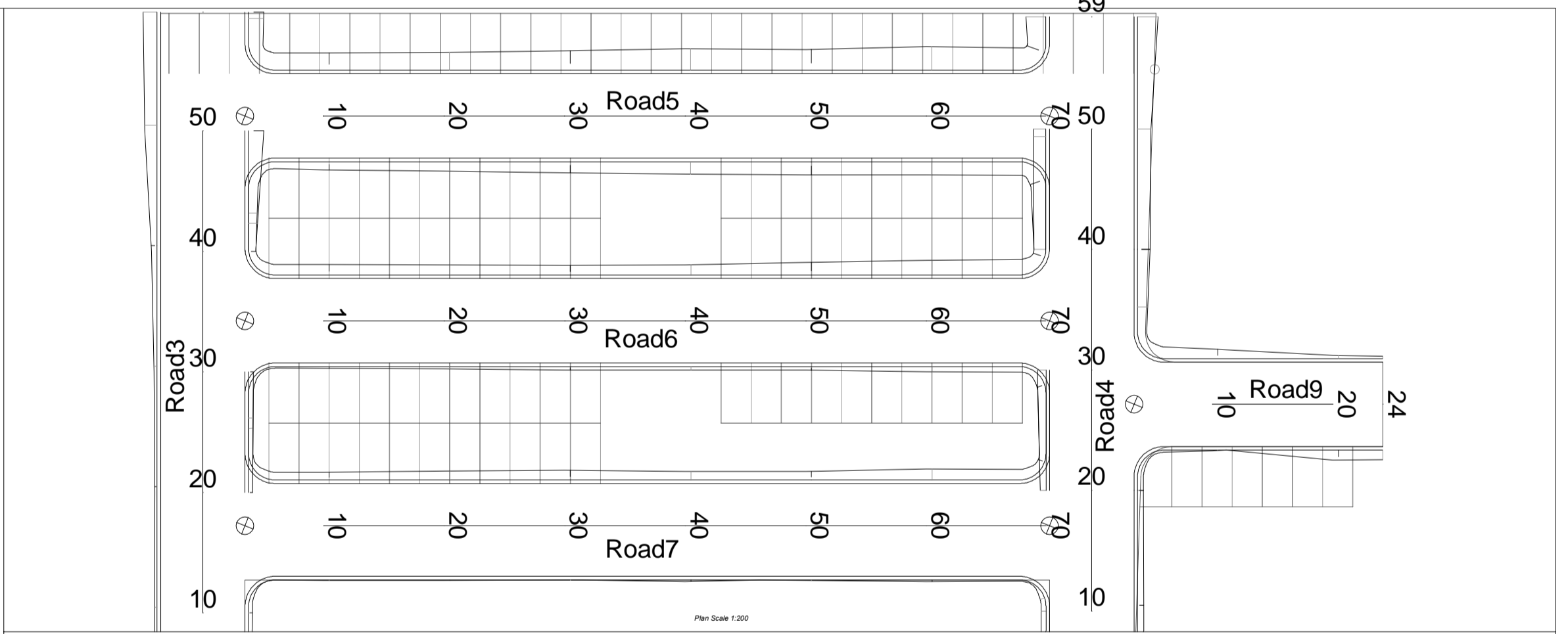
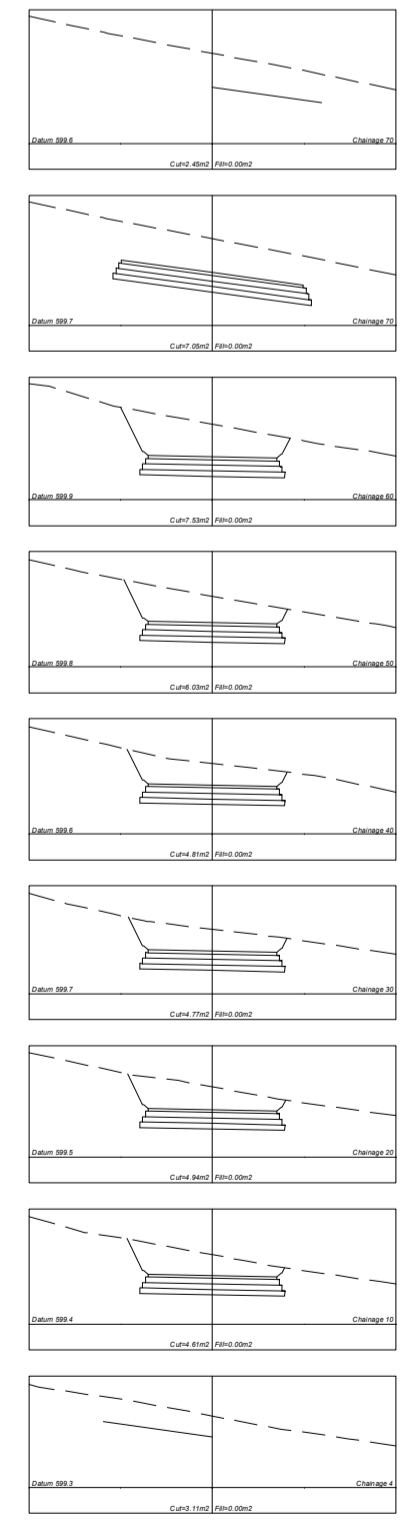
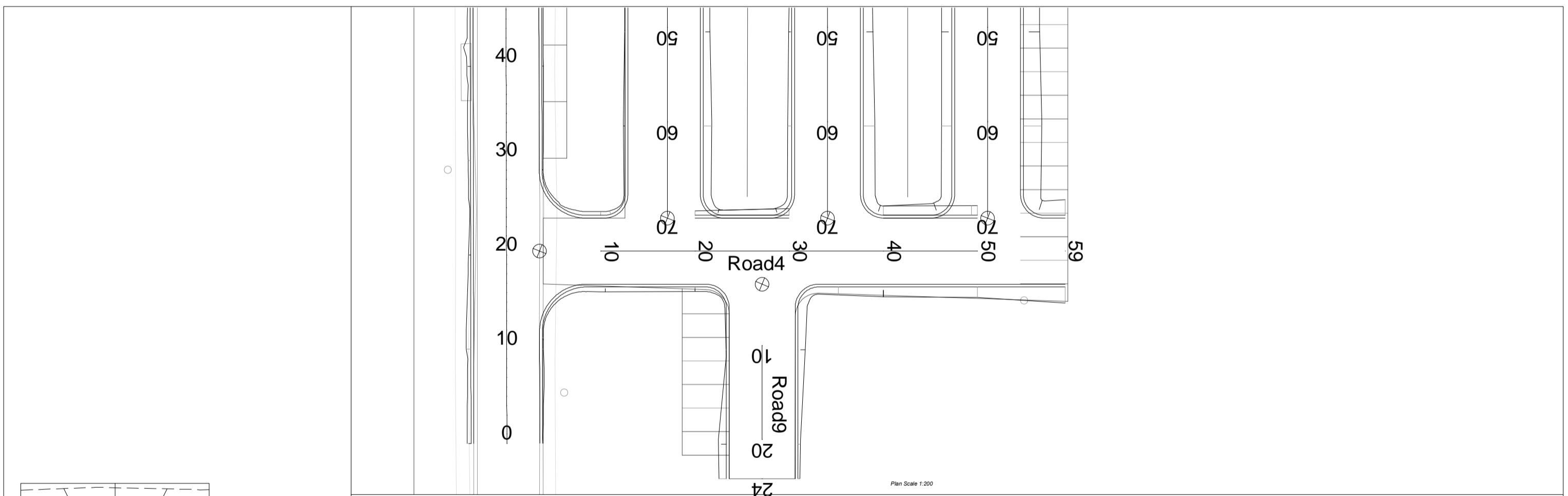
The following Tender drawings are included in the Tender document for Tender purposes only.

Drawing no.	Description
MONT/UNIVEN/RDS/01/2023/R01	Parking Area Location
MONT/UNIVEN/RDS/01/2023/PL01 (01 OF 02)	Layout Setting out Data
MONT/UNIVEN/RDS/01/2023/PL02	Retaining Wall
L/3142/C/8/002	Layout Setting out Data

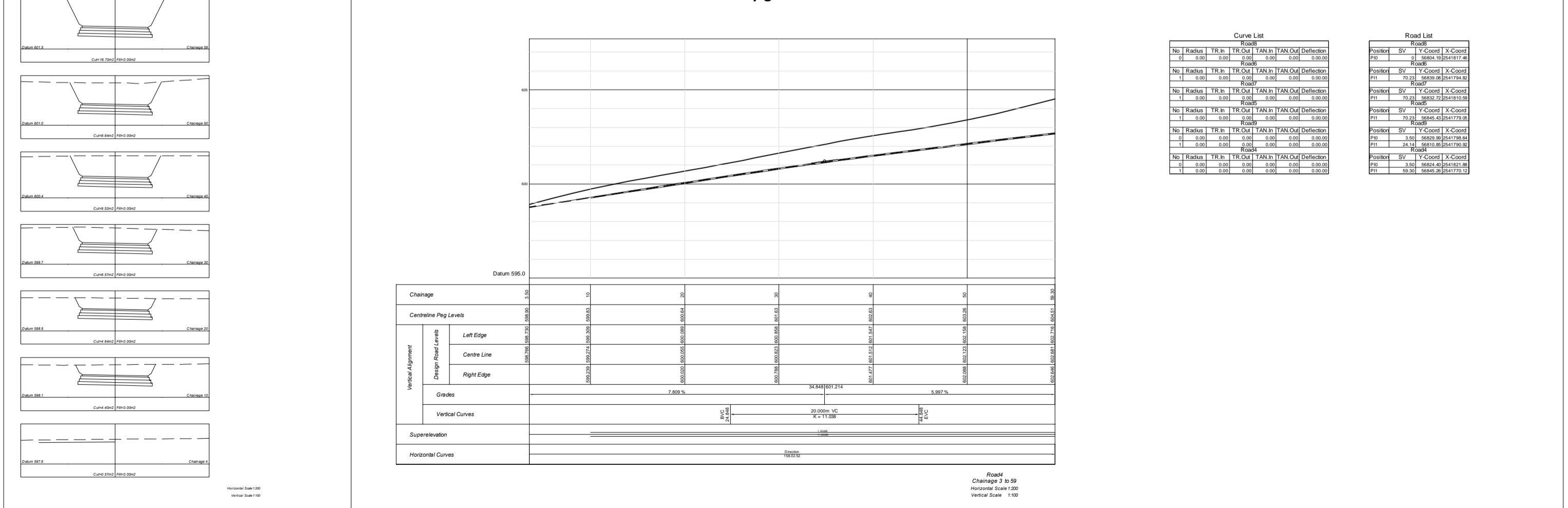




Curve List	
No.	Station
1	0+00
2	0+00
3	0+00
4	0+00
5	0+00
6	0+00
7	0+00
8	0+00
9	0+00
10	0+00



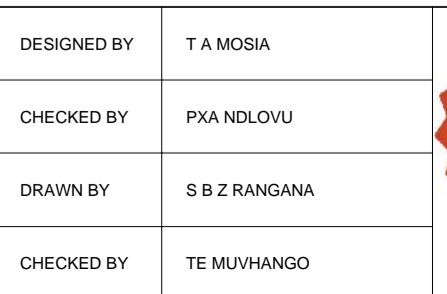
Curve List	
No.	Station
1	0+00
2	0+00
3	0+00
4	0+00
5	0+00
6	0+00
7	0+00
8	0+00
9	0+00
10	0+00



Curve List	
No.	Station
1	0+00
2	0+00
3	0+00
4	0+00
5	0+00
6	0+00
7	0+00
8	0+00
9	0+00
10	0+00

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PRESENTATION	20/11/2023	TE MUZHANGO	TE MUZHANGO
2	AS SHOWN	20/11/2023	TE MUZHANGO	TE MUZHANGO
3	FOR MONT CONSULTING ENGINEERS	20/11/2023	TE MUZHANGO	TE MUZHANGO
4	FOR UNIVERSITY OF VENDA	20/11/2023	TE MUZHANGO	TE MUZHANGO

DESIGNED BY	T A MOSIA
CHECKED BY	PXA NDLOVU
DRAWN BY	S B Z RANGANA
CHECKED BY	TE MUZHANGO



**UNIVERSITY OF VENDA**  
 PRIVATE BAG X5050  
 THOHOYANDOU  
 0950  
 TEL: 015 - 291 8000  
 FAX: 086 - 660 7138

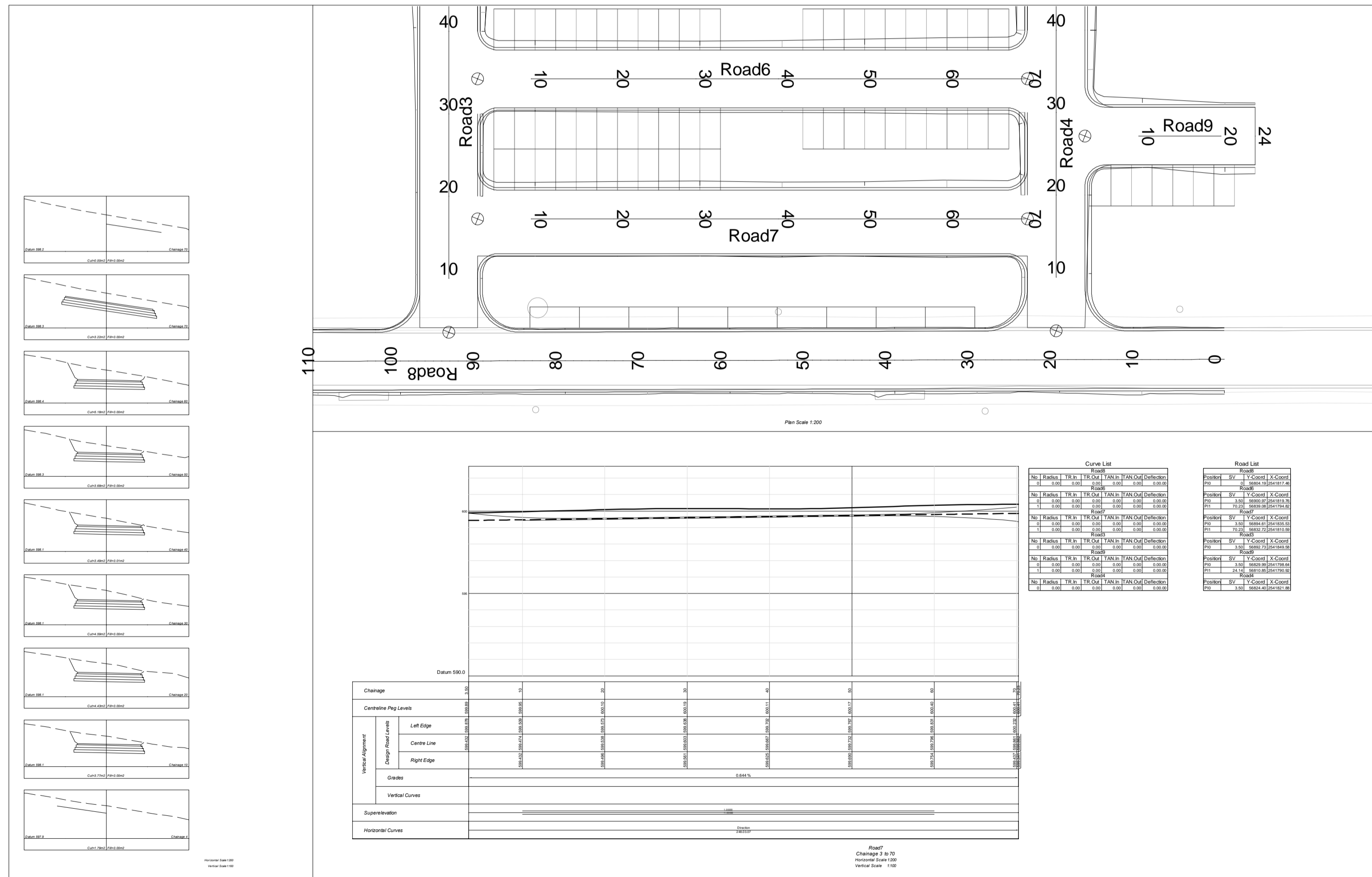
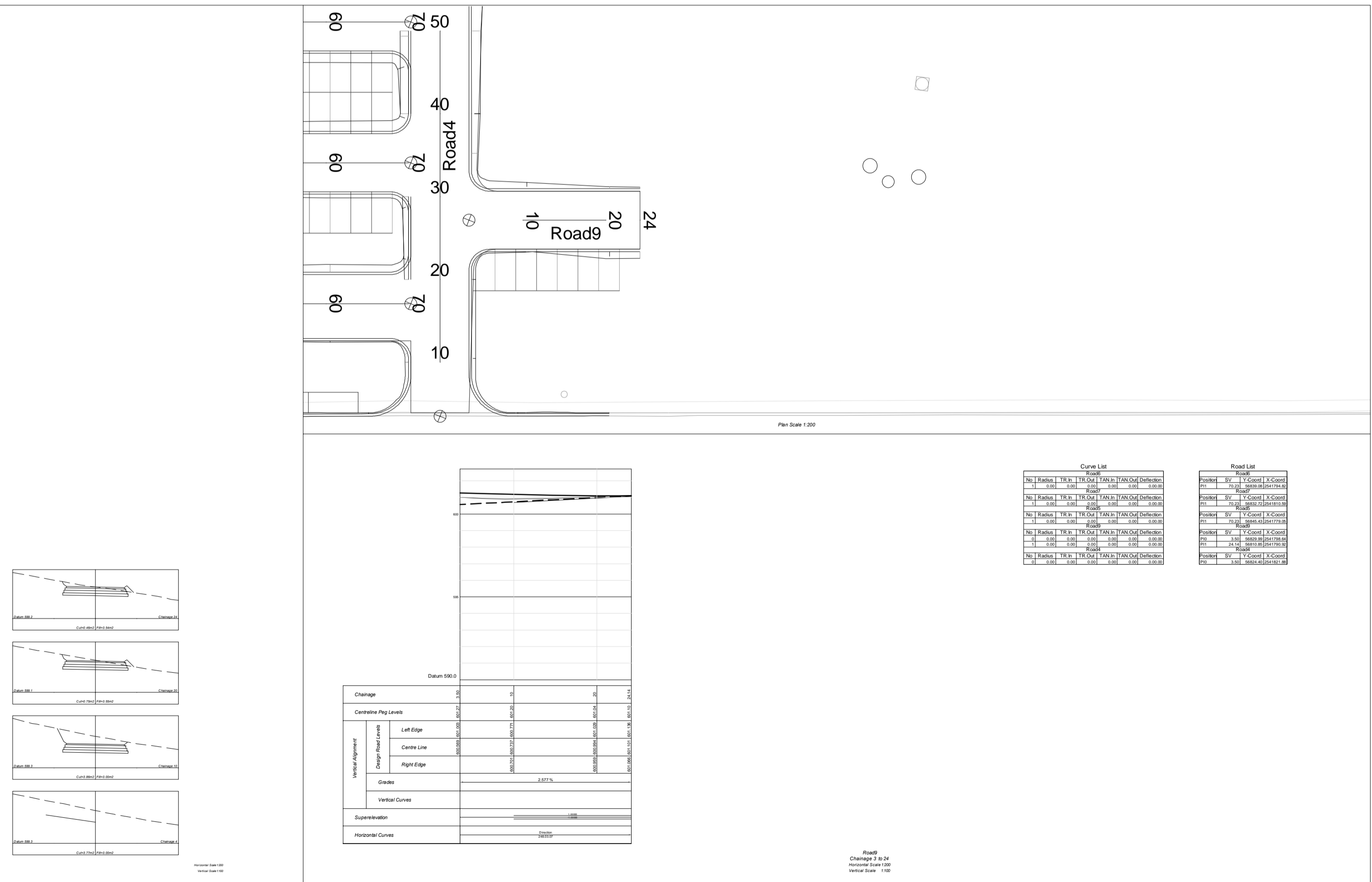
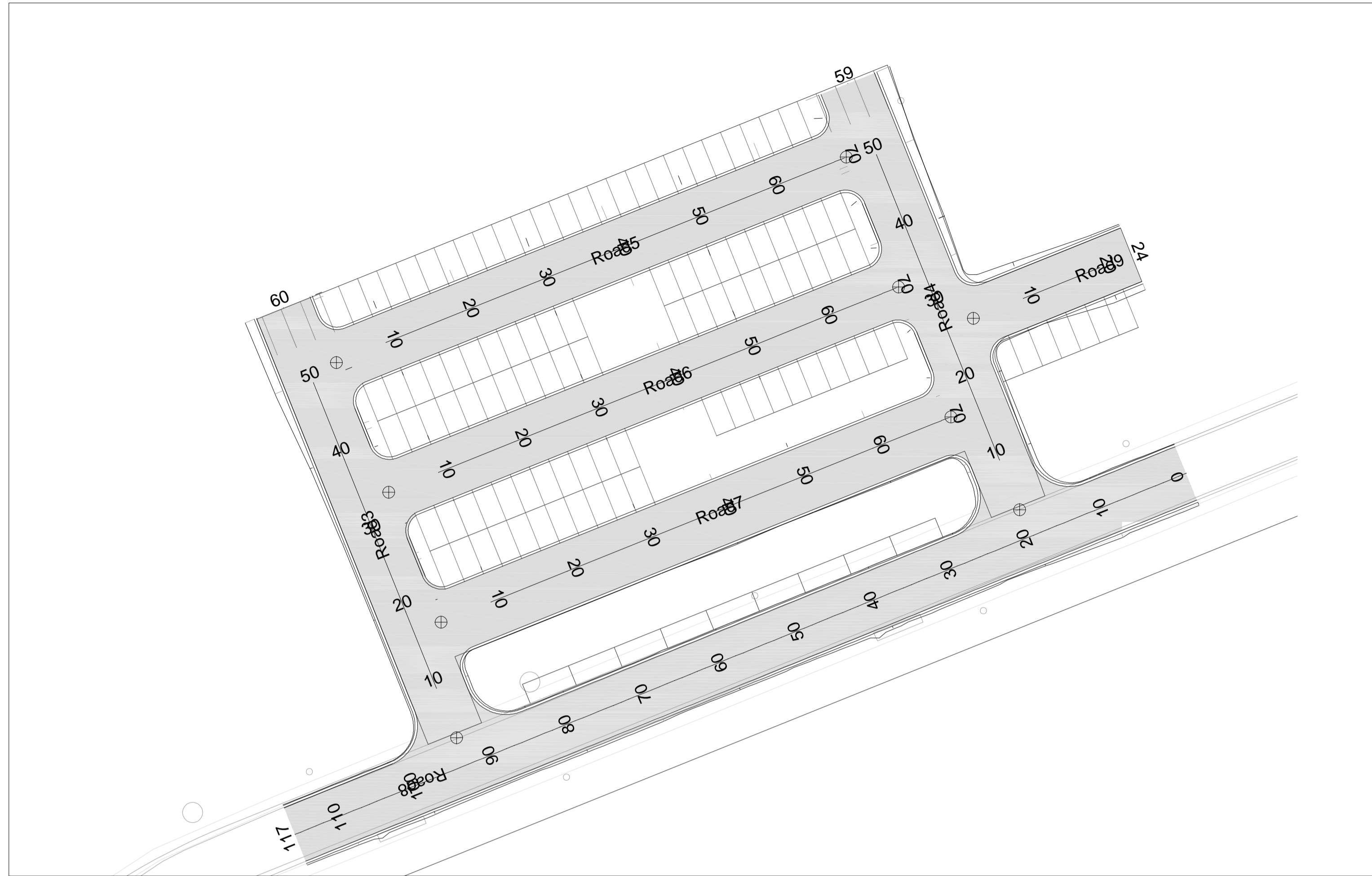
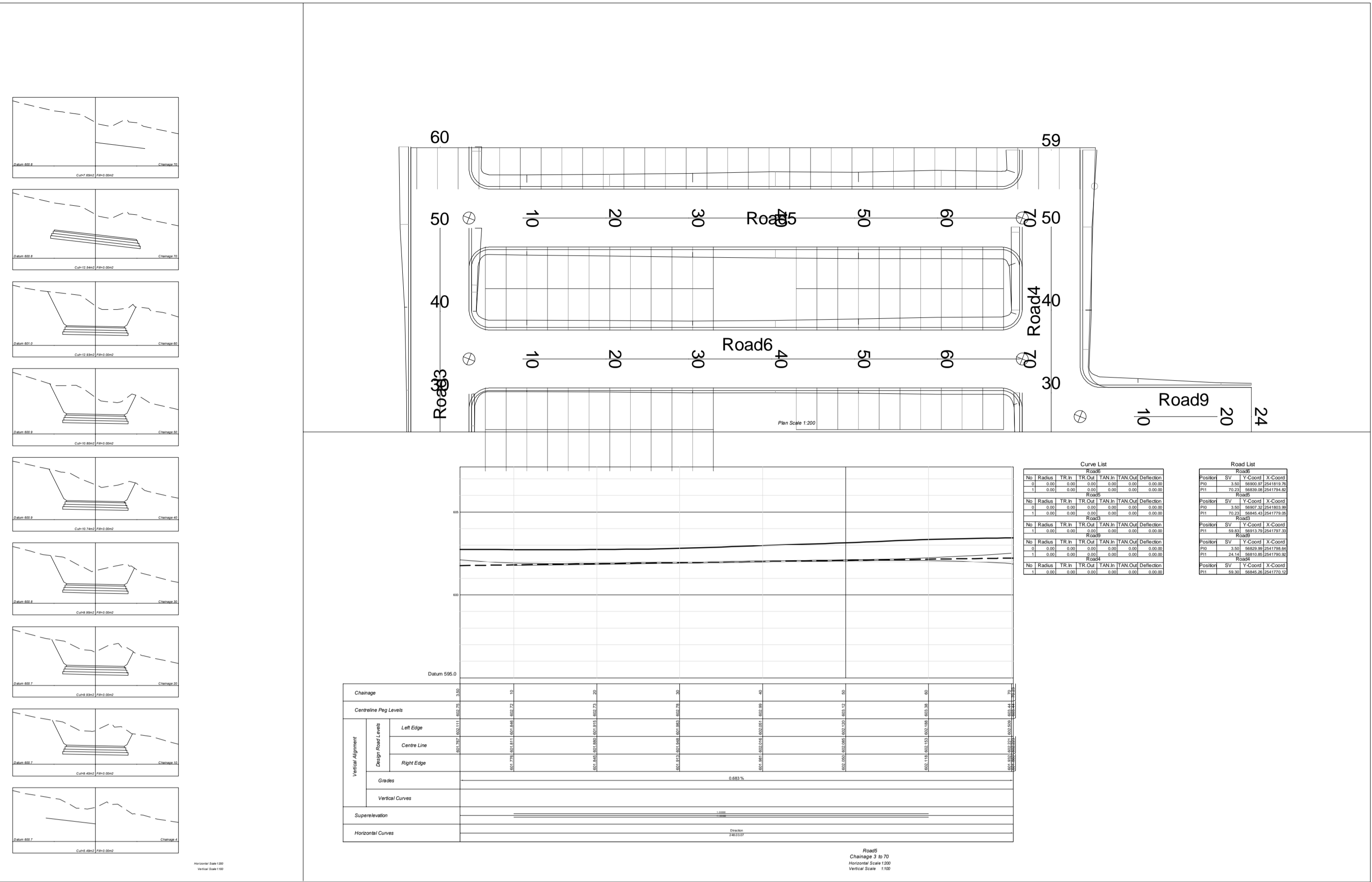


**MONT CONSULTING ENGINEERS**  
 PO BOX 1249  
 FAUNA PARK  
 0787  
 TEL: 015 - 291 4173  
 FAX: 015 - 291 4218

**PROJECT**  
 UNIVEN PROPOSED PARKING  
 TITLE  
 LAYOUT AND SETTING OUT DATA

**ISSUED FOR PRESENTATION**  
 For University of Venda 20/11/2023  
 For Mont Consulting Engineers 20/11/2023  
 DRAWING No: MONT/UNIVEN/IDS/01/2023/DI/014

SHEET 01 OF 02  
 SCALE AS SHOWN  
 PAPER SIZE A1  
 REVISION 00



DESIGNED BY	T A MOSIA
CHECKED BY	PXA NDOLOVU
DRAWN BY	S B Z RANGANA
CHECKED BY	TE MUHANGO
CONSULT	

UNIVERSITY OF VENDA
PRIVATE BAG X5050 THOHOYANDOU 0950
TEL: 015 - 291 8000 FAX: 086 - 660 7138

UNIVERSITY OF VENDA  
PRIVATE BAG X5050  
THOHOYANDOU  
0950  
TEL: 015 - 291 8000  
FAX: 086 - 660 7138

MONT CONSULTING ENGINEERS  
PO BOX 1249  
FAUNA PARK  
0787  
TEL: 015 - 291 4173  
FAX: 015 - 291 4218

PROJECT	UNIVEN PROPOSED PARKING
TITLE	LAYOUT AND SETTING OUT DATA

ISSUED FOR PRESENTATION	SHEET 02 OF 02
SCALE	AS SHOWN
PAPER SIZE	A1
REVISION	00

