

# MAQUASSI HILLS LOCAL MUNICIPALITY



**TENDER No.: MHLM/MIG/09/2026/27**

## **UNDERGROUND RESOURCE MANAGEMENT, DESIGN, CONSTRUCTION, MONITORING OF THE EXPLORATION AND EQUIPPING OF BOREHOLES** (CIDB CATERGORY: 6CEPE/7CE OR HIGHER)

A minimum of 20% Joint Venture will be required for the project with a local service provider within the Maquassi Hills Local Municipality

### **TENDER DOCUMENT**

|                                                                                                                                                                     |                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Issued by:</b><br><br><b>MAQUASSI HILLS LOCAL MUNICIPALITY</b><br>Private Bag X3<br>Wolmaransstad<br>2630<br>Tel: 018 596 1068/018 596 1325<br>Fax: 018 596 1555 | <b>Prepared By:</b><br><br><b>NEP CONSULTING ENGINEERS (PTY)</b><br>P.O. Box 2082<br>Klerksdorp<br>2570<br>Tel: 018 451 1005<br>Fax: 018 451 1012<br><br>CONSULTING ENGINEERS |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                  |                        |
|----------------------------------|------------------------|
| <b>Name of Tenderer</b>          |                        |
| <b>Total price including VAT</b> |                        |
| <b>Address of Tenderer</b>       |                        |
| <b>Telephone Number</b>          |                        |
| <b>CIBD Registration No.</b>     |                        |
| <b>CSD Reg No.</b>               |                        |
| <b>Construction Duration</b>     | <b>6 Months</b>        |
| <b>Tender Closing Date</b>       | <b>26 October 2026</b> |



## CHECK LIST FOR TENDER SUBMISSION

The Tenderer is to indicate in the checkboxes provided that he has completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that he has attended to all the required items for submission with this Tender.

| Page  | Description      | Completed                                                                                                                                                                                                                  |    | For office use |    |          |
|-------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------|----|----------|
|       |                  | Yes                                                                                                                                                                                                                        | No | Yes            | No | Comments |
| Cover | Name of Tenderer |                                                                                                                                                                                                                            |    |                |    |          |
|       | Contact Details  |                                                                                                                                                                                                                            |    |                |    |          |
|       | Tender Sum       |                                                                                                                                                                                                                            |    |                |    |          |
|       | Schedule: 1A     | Compulsory Enterprise Questionnaire                                                                                                                                                                                        |    |                |    |          |
|       | Schedule : 1B    | Authority of Signatory                                                                                                                                                                                                     |    |                |    |          |
|       | Schedule: 1C     | Certificate of Authority for Joint Ventures (if applicable)                                                                                                                                                                |    |                |    |          |
|       | Schedule : 1D    | Record of Addenda to Tender Documents                                                                                                                                                                                      |    |                |    |          |
|       | Schedule : 1E    | Personnel Schedule (if applicable)                                                                                                                                                                                         |    |                |    |          |
|       | Schedule : 1F    | Schedule of Plant and Equipment available for the Contract                                                                                                                                                                 |    |                |    |          |
|       | Schedule : 1G    | Schedule of Work satisfactorily carried out by the Tenderer                                                                                                                                                                |    |                |    |          |
|       | Schedule : 1H    | Schedule of Proposed Subcontractors                                                                                                                                                                                        |    |                |    |          |
|       | Schedule : 1I    | Certificate Of Attendance At Clarification Meeting                                                                                                                                                                         |    |                |    |          |
|       | Schedule : 1J    | Proposed Amendments and Qualifications                                                                                                                                                                                     |    |                |    |          |
|       | Schedule : 1K    | Preferential Procurement Schedule                                                                                                                                                                                          |    |                |    |          |
|       | Schedule : 2A    | Certificate of Contractor Registration issued by the CIDB                                                                                                                                                                  |    |                |    |          |
|       | Schedule : 2B    | Proof of Authority of Signatory                                                                                                                                                                                            |    |                |    |          |
|       | Schedule : 2C    | Original Valid Tax Clearance Certificate                                                                                                                                                                                   |    |                |    |          |
|       | Schedule : 2D    | Joint Venture Agreement, if applicable                                                                                                                                                                                     |    |                |    |          |
|       | Schedule : 2E    | Proof of registration for regional levies if preference is claimed for being registered in the MAQUASSI HILLS LOCAL MUNICIPALITY                                                                                           |    |                |    |          |
|       | Schedule : 2F    | Audited Financials for the past three years                                                                                                                                                                                |    |                |    |          |
|       | Schedule : 2G    | Particulars of any contract awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution of this period (if >R10 000 incl. VAT); and |    |                |    |          |
|       | Schedule : 2H    | Contractor's Bank Details                                                                                                                                                                                                  |    |                |    |          |
|       | C1.1             | Form of Offer and Acceptance                                                                                                                                                                                               |    |                |    |          |
|       | C1.2             | Contract Data (Part 2)                                                                                                                                                                                                     |    |                |    |          |
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**MAQUASSI HILLS LOCAL  
MUNICIPALITY**

**TENDER ADVERT**



| TENDER No           | PROJECT NAME AND DESCRIPTION                                                                                                                         | CIDB GRADING        |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| MHLM/MIG/09/2026/27 | UNDERGROUND RESOURCE MANAGEMENT, DESIGN, CONSTRUCTION, MONITORING OF THE EXPLORATION AND EQUIPPING OF BOREHOLES IN MAQUASSI HILLS LOCAL MUNICIPALITY | 6CEPE/7CE or higher |

Maquassi Hills Local Municipality invites bids from suitably qualified and experienced Civil Engineering Contractors for the construction of the above stated project.

Tender Validity Period: 60 Days

**NB: TENDER DOCUMENTS ARE DOWNLOADABLE FOR FREE FROM THE NATIONAL TREASURY'S e-TENDER PORTAL**

<http://www.etenders.gov.za/content/advertised-tenders>

Bidders should have a CIDB registration stated in the table above or higher. Joint Ventures or potentially emerging enterprises that satisfy the criteria stated in the tender data are eligible to tender.

Work on this contract will be in terms of the principles laid down by the Expanded Public Works Programme whereby the use of sustainable, labour intensive methods utilizing resources from the target community is to be optimized.

Queries relating to the issuing of these documents may be addressed in writing to Ms. R. Kgobe ([rosinahm@maquassihills.org](mailto:rosinahm@maquassihills.org)), responsible for issuing of tender documents and Technical enquiries related to scope of works and pricing instructions may be addressed to Mr. N. Mwase ([mwasenel@gmail.com](mailto:mwasenel@gmail.com)) OR Engineer Project Manager Piet Steyn ([piet@nepgroup.co.za](mailto:piet@nepgroup.co.za))

**Tender Closing Date: 26<sup>th</sup> October 2026 at 12h00**

**Tender Document Availability: 10<sup>th</sup> September 2026**

Maquassi Hills Local Municipality Supply Chain Policy will apply, and bids will be evaluated in terms of the 80/20 points system as set out in the PPPFA and Functionality will be used to determine the best tenderer where bidders will be required to score minimum of 70% to proceed to Price. The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act 5 of 2000 as amended.

Duly completed tender documents sealed in an envelope marked with the tender number and the closing date are to be deposited into the tender box at Maquassi Hills Local Municipality, 19 Kruger Street, Wolmaransstad, 2630 by no later than **12h00 on Monday, the 26<sup>th</sup> October 2026**. Telegraphic, telefaxed or posted tenders will not be accepted.

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

The Bid committee of Maquassi Hills Local Municipality does not bind itself to accept the lowest or any tender, or to furnish any reason for the acceptance or rejection of a tender. The municipality reserves the right to appoint or not to appoint to lowest bidder in an event the bidder is below the market related rates.

This Tender is drawn up in line with Municipality's Supply Chain Policy.

MS. N.J. Mbonani  
**Municipal Manager**

**QUALIFICATION SCORE CARD:**

| KEY ASPECT OF CRITERION                                                                                                                               | MAXIMUM POTENTIAL SCORE | POINTS CLAIMED | BID EVALUATION COMMITTEE SCORES | PAGE REF.NO. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------|---------------------------------|--------------|
| Experience of the Bidder<br>(Name of traceable reference with contact details to be included for verification)                                        | 35                      |                |                                 |              |
| Qualifications and experience of a site agent                                                                                                         | 15                      |                |                                 |              |
| Experience of foreman                                                                                                                                 | 10                      |                |                                 |              |
| Locality of the Service Provider                                                                                                                      | 15                      |                |                                 |              |
| Plant and Equipment<br>(relevant to the tendered project). Relevant ownership document copies are to be included in this tender verification purposes | 25                      |                |                                 |              |
| <b>TOTAL</b>                                                                                                                                          | <b>100</b>              |                |                                 |              |

**THE FOLLOWING IS APPLICABLE TO ALL BIDS:**

The minimum number of evaluation points for Functionality is 70 points. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated and bidder must be rejected if obtain a zero in any scoring points item. The municipality reserves the right to appoint or not to appoint to lowest bidder in an event the bidder is below the market related rates.

**PLEASE NOTE:**

**1. BIDDERS ARE REQUIRED TO SUBMIT SUPPORTING DOCUMENTS TO SCORE FULL POINTS**

**EVALUATION CRITERIA**

| Key aspect of criterion                                                                                            | Basis for points allocation                                                                                               | Max. Points | Verification Method                                                       |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------|
| <b>Experience of the Bidder (Name of traceable reference with contact details to be included for verification)</b> | At least Five (5) completed (exploration and equipping of boreholes) in the past 5 years.                                 | 35          | Appointment letter, completion certificates and References to be attached |
|                                                                                                                    | At least four (4) completed (exploration and equipping of boreholes) in the past 5 years.                                 | 20          | Appointment letter, completion certificates and References to be attached |
|                                                                                                                    | At least four (3) completed (exploration and equipping of boreholes) in the past 5 years.                                 | 15          | Appointment letter, completion certificates and References to be attached |
|                                                                                                                    | At least two (2) completed (exploration and equipping of boreholes) in the past 5 years.                                  | 10          | Appointment letter, completion certificates and References to be attached |
|                                                                                                                    | Less than 2 projects completed                                                                                            | 0           | Appointment letter, completion certificates and References to be attached |
| <b>Qualifications and experience of a site agent</b>                                                               | NQF Level 7 or Higher in Civil Engineering and at least 5 years' experience.                                              | 15          | CV with Certified Copy of Qualifications to be attached                   |
|                                                                                                                    | NQF Level 6 in Civil Engineering with SACPCMP and at least 5 years' experience in exploration and equipping of boreholes. | 10          | CV with Certified Copy of Qualifications to be attached                   |
|                                                                                                                    | NQF Level 6 in Civil Engineering with less than five (5) years experience in exploration and equipping of boreholes.      | 5           | CV with Certified Copy of Qualifications to be attached                   |

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|                                                                                                                                                           |                                                                                                                                                                                                                                |    |                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------------|
| <b>Experience of foreman</b>                                                                                                                              | 5 or more years' experience in exploration and equipping of boreholes                                                                                                                                                          | 10 | CV with Certified Copy of Qualifications to be attached      |
|                                                                                                                                                           | 3 to 4 years' experience in exploration and equipping of boreholes                                                                                                                                                             | 5  | CV with Certified Copy of Qualifications to be attached      |
|                                                                                                                                                           | Less than 3 years' experience in exploration and equipping of boreholes                                                                                                                                                        | 3  | CV with Certified Copy of Qualifications to be attached      |
|                                                                                                                                                           | No submission                                                                                                                                                                                                                  | 0  | None                                                         |
| <b>Locality of Bidder or Joint Venture</b>                                                                                                                | Within Maquassi Hills Local Municipality                                                                                                                                                                                       | 15 | Municipal account                                            |
|                                                                                                                                                           | Within District Municipality                                                                                                                                                                                                   | 12 | Municipal account                                            |
|                                                                                                                                                           | Within Province                                                                                                                                                                                                                | 8  | Municipal account                                            |
|                                                                                                                                                           | Outside Province                                                                                                                                                                                                               | 5  | Municipal account                                            |
| <b>Plant and Equipment (relevant to the tendered project). Relevant ownership document copies are to be included in this tender verification purposes</b> | Tenderer Own All Plant required for All roads construction projects:<br><br>TLB – 4 points<br>Excavator – 4 points<br>Tipper Trucks x 3 – 6 points<br>Water Tanker – 2 points<br>Smooth or padfoot – 2 points<br>LDV – 1 point | 19 | Certified Copies of Plant Ownership documents to be attached |
|                                                                                                                                                           | For ownership, please score extra 1 point per Plant type                                                                                                                                                                       | 6  | Copies of Plant Ownership documents to be attached           |
|                                                                                                                                                           | For hired Plant score 3 points for submission of the letter.                                                                                                                                                                   | 2  | Letter of intent to supply with Plant.                       |

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|                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Experience of the Bidder (Name of traceable reference with contact details to be included for verification) (maximum of 35 points)</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------|

The Bidder must attach to this a copy of their Proof of Experience.

|                                                                          |
|--------------------------------------------------------------------------|
| <b>Qualifications and experience of a site agent (Maximum 15 POINTS)</b> |
|--------------------------------------------------------------------------|

The Bidder must attach to this page the Proof of Qualified professional staff.

|                                                  |
|--------------------------------------------------|
| <b>Experience of foreman (Maximum 10 POINTS)</b> |
|--------------------------------------------------|

The Bidder must attach to this page the Proof of Qualified professional staff.

**LOCALITY OF SERVICE PROVIDER OR JOINT VENTURE (Maximum 15 POINTS)**

**Plant and Equipment (relevant to the tendered project). Relevant ownership document copies are to be included in this tender verification purposes or Letter of Intent to provide Plant once the bidder is successful. (Maximum – 25 POINTS)**

### T1.2.1: TENDER DATA: STANDARD CONDITIONS OF TENDER

The Conditions of Tender are the Standard Conditions of Tender of the CIDB Standard for Uniformity in Construction Procurement (refer: [www.cidb.co.za](http://www.cidb.co.za)).

#### F.1 GENERAL

##### F.1.1 Actions

F1.1.1 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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently comply with all legal obligations and not engage in anticompetitive practices.

F.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.

F.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

##### F.1.2 Tender documents

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

##### F.1.3 Interpretation

F.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 the Conditions of Tender.

F.1.3.2 The Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.

F.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 organisation 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 organisation which employs that employee.
- b ) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d ) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.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.

#### **F.1.5 The Employer's right to accept or reject tender offer**

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

##### **F.1.6.2 Competitive negotiation procedure**

F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.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.
- F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

**F.1.6.3 Proposal procedure using the two stage-system.**

**F.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.

**F.1.6.3.2 Option 2**

- F.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.
- F.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.

**F.2 TENDERER'S OBLIGATIONS**

**F.2.1 Eligibility**

- F.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.
- F.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.
- F.2.1.3 Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders.

**F.2.2 Cost of tendering**

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 comply with requirements.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. He shall 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.

**F.2.5 Reference 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.

**F.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.

**F.2.7 Clarification meeting**

Attend, where required, a site visit and 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.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.

**F.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.

**F.2.10 Pricing the Tender Offer**

F.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 14 days before the closing time stated in the tender data.

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

F.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.

F.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.

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative Tender Offers**

F.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.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

**F.2.13 Submitting a Tender Offer**

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

F.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.

F.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.

F.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.

F.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.

F.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.

F.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.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

F.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.

**F.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 being non-responsive.

**F.2.15 Closing time**

- F.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.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions Tender apply equally to the extended deadline.

**F.2.16 Tender Offer validity**

- F.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.
- F.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.
- F.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.
- F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of Tender Offer after submission**

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

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

**F.2.18 Provide other material**

- F.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 notarised 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 request, the Employer may regard the Tender Offer as being non-responsive.
- F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.
- F.2.18.3 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility criteria.

**F.2.19 Inspections, tests and analyses**

Provide access during working hours to premises for inspections, tests and analyses as provided for in the Tender Data.

**F.2.20 Submit securities, bonds, policies, etc**

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

**F.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.

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 EMPLOYER'S UNDERTAKINGS**

**F.3.1 Respond to requests from the tenderer**

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

**F.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.

**F.3.2 Issue addenda**

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

**F.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.

**F.3.4 Opening of tender submissions**

- F.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.
- F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
- F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.
- F.3.5 Two-envelope system**
- F.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.
- F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.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.
- F.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.
- F.3.8 Test for responsiveness**
- F.3.8.1 Determine, after opening and before detailed evaluation, whether each Tender offer properly received:
- (a) complies with the requirements of the Conditions of Tender;
  - (b) has been properly and fully completed and signed, and
  - (c) is responsive to the other requirements of the tender documents.
- F.3.8.2 A responsive tender is one that conforms to all the items, 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 do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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

F.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.

F.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 F.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
  - i i )       the summation of the prices.

F.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.

F.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.

### **F.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.

### **F.3.11                   Evaluation of Tender Offers**

#### **F.3.11.1               General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2               Method 1: In the case of a Financial Offer:**

- (a)       Rank Tender Offers from the most favorable to the least favorable comparative offer.
- (b)       Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- ( c )       Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **F.3.11.3               Method 2: In the case of a Financial Offer and Preferences:**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e ) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

#### F.3.11.4 **Method 3: In the case of a Financial Offer and Quality:**

In the case of a financial offer and quality:

- a ) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.8;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e ) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### F.3.11.5 **Method 4: In the case of a Financial Offer, Quality and Preferences:**

In the case of a financial offer, quality and preferences:

- a ) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $h_v$ ) in accordance with the following formula, unless otherwise stated in the Tender Data

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11. 7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.B.  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e ) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Financial Offers

Score the financial offers of the remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer;  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;  
 $A$  is the number calculated using the formula and option described in table F 1 as stated in the tender data.

**TABLE F.1 ■ FORMULAE FOR THE VALUE OF A**

| FORMULA | BASIS FOR COMPARISON                        | VALUE OF "A"            |          |
|---------|---------------------------------------------|-------------------------|----------|
|         |                                             | Option 1                | Option 2 |
| 1       | Highest price or discount                   | $A = [1+(P-P_m) / P_m]$ | $P/P_m$  |
| 2       | Lowest price or percentage commission / fee | $A = [1-(P-P_m) / P_m]$ | $P_m/P$  |

Where:

$P_m$  = is the comparative offer which is the most favorable

$P$  = is the comparative offer of the tender under consideration

#### F.3.11.8 Points awarded for Specific goals

- a. In terms of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| Female                             | 5                               |
| Youth                              | 5                               |
| Disability                         | 5                               |
| Locally                            | 5                               |
| Non-compliant contributor          | 0                               |

- b. Bidders who qualify as tabled above, need to submit proof that their company is owned by female, youth, person with disability and that the company is owned locally.
- c. A trust, consortium or joint venture, will qualify for points as a legal entity, provided that the entity submits documents as stipulated above.

#### F.3.11.9 Scoring Quality (functionality)

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o / M_s$$

where:  $S_o$  is the score for quality allocated to the submission under consideration;  
 $M_s$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderers information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

#### F.3.13 Acceptance of Tender Offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,

- d ) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of 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.

**F.3.14 Prepare contract documents**

F 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) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Tenderer,

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

**F.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.

**F.3.16 Notice to unsuccessful tenderers**

F . 3 . 1 6 . 1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.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.

**F.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.

**T1.2.2: TENDER DATA: APPLICABLE TO THIS TENDER**

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annex F of the May 2010 edition of the CIDB Standard for Uniformity in Construction Procurement (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. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

| Clause | Wording (Data)                                                 |
|--------|----------------------------------------------------------------|
| F.1.1  | The employer is the <b>Maquassi Hills Local Municipality</b> . |

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.2 | <p>The tender documents issued by the employer comprise:</p> <p><b>PART T1: TENDERING PROCEDURES</b></p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b></p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b></p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Form of Guarantee</p> <p>C1.4: Adjudicator's Agreement (if app</p> <p><b>PART C2: PRICING DATA</b></p> <p>C2.1: Pricing Instructions C2.2:</p> <p>Bills of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b></p> <p>C3 Scope of Work</p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C 3 . 3 Procurement</p> <p>C 3 . 4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Project Specifications C3.7</p> <p>Particular Specifications <b>PART C4 :</b></p> <p><b>SITE INFORMATION</b></p> <p><b>ANNEXURES</b></p> |
| F.1.4 | <p>The Employer's agent is:</p> <p>Name: <b>NEP CONSULTING ENGINEERS (PTY) LTD</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Clause | Wording (Data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p><b>Physical address:</b><br/>         N12 between Klerksdorp &amp; Wolmaransstad<br/>         at Bona Bona Game Lodge<br/>         2630</p> <p><b>Postal address:</b><br/>         P.O. Box 2082<br/>         Klerksdorp<br/>         2570:</p> <p>Tel Nr.: 018 451 1005<br/>         Email: info@nepgroup.co.za</p> <p>Fax. Nr.: 018 451 1012<br/>         Email 2: avt@nepgroup.co.za</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.2.1  | <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> <li>a) Availability of resources.</li> <li>b) Availability of skills to manage and perform the contract — including staff which satisfies EPWP requirements (if applicable).</li> <li>c ) Previous experience on contracts of a similar value and nature.</li> <li>d ) Financial standing and capability.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| F.2.1  | <p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6CEPE/7CE</b> or higher class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul 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>6CEPE/7CE</b> or higher class of construction work; and</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>6CEPE/7CE</b> class of construction works.</li> </ul>                                                                                                                                                                                                                                                                                                                                                     |
| F.2.1  | <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:</p> <ul style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6CEPE/7CE</b> or higher Class of construction work, and</li> <li>b) contractors registered as potentially emerging contractors with the CIDB who are registered in one contractor grading designation lower than that required in terms of (1) above and who satisfy the following criteria:</li> </ul> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul 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>6CEPE/7CE</b> class of construction work; and</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>6CEPE/7CE</b> class of construction work, are eligible to submit tenders.</li> </ul> |
| F.2.7  | <p>The arrangements for a clarification meeting are: not applicable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Clause               | Wording (Data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | Location: Not applicable Starting time: <b>Not applicable.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| F.2.12               | <p>If, a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the design before it is constructed.</p> |
| F.2.13.3             | Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F.2.13.5<br>F.2.15.1 | <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Maquassi Hills Local Municipality</p> <p>Identification details: Municipal Manager, Maquassi Hills Local Municipality:<br/><b>UNDERGROUND RESOURCE MANAGEMENT,<br/>DESIGN, CONSTRUCTION, MONITORING OF THE<br/>EXPLORATION &amp; EQUIPPING OF BOREHOLES IN<br/>MAQUASSI HILLS LOCAL MUNICIPALITY<br/>CLOSING DATE: 26<sup>th</sup> October 2026 12H00 PM</b></p> <p>Postal address: Maquassi Hills Local Municipality<br/>19 Kruger Street Wolmaransstad, 2630</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F.2.13               | A two-envelope procedure will <b>not</b> be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| F.2.15               | The closing time for submission of tender offers is <b>As per advert</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F.2.15               | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>not</b> be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| F.2.16               | The tender offer validity period is <b>60</b> days.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.2.18               | The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.2.23 | <p>The tenderer is required to submit the following certificates with his tender:</p> <ol style="list-style-type: none"> <li>1 ) Either a Certificate of Contractor Registration issued by the Construction Industry Development Board <i>OR</i> a copy of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006) <u>and</u> an original valid Tax Clearance Certificate issued by the South African Revenue Services.</li> <li>2 ) a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT);</li> </ol> |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Clause | Wording (Data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | 3) particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|        | 4) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if greater than R10 million incl. VAT).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F3.4   | The time and location for opening of the tender offers are in accordance with F.2.15 & F2.13.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.3.11 | <p>The procedure for evaluation of responsive Tender Offers will be <b>Method 4: (Financial Offer, preferences and quality (functionality))</b> with the 80/20 Preference Point System. Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data. The total score awarded will be the addition of the two scores for price and preference.</p> <p>1) <b><u>Financial Offer</u></b></p> <p>The financial offer will be scored using the following formula</p> $Nf = W1 \times [1 - (P - P_m) / P_m] \times x_{c,q}$ <p>where:</p> <p>W1 = <b>80</b> for financial values up to R 50,000,000.00 (inclusive of VAT) of all responsive tenders received, and <b>90</b> for financial values over R 50,000,000.00;</p> <p>P<sub>m</sub> = the value of the comparative offer of the most favourable tender;</p> <p>P = the value of the comparative offer under consideration</p> <p>The Maquassi Hills Local Municipality subscribes to the Preferential Procurement Policy Framework Act 2000 (Act No 5 of 2000), which gives preference to bids from emerging contractors or joint venture with emerging contractors.</p> <p>In the application of the 90/10 preference point system, if all bids received are below R50,000,000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R 50,000,000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.</p> <p>(2) <b><u>Preferences</u></b></p> <p>Up to <b>20</b> points (for financial values up to R 50,000,000.00) or <b>10</b> points (for financial values over R 50,000,000.00) will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>(3) <b><u>Quality</u></b></p> <p>The score for quality is to be calculated using the following formula:</p> $W_q = W_2 \times S_o / M_s$ <p>where:</p> <p>W<sub>2</sub>: is the percentage score given to quality and equals <b>40</b></p> <p>S<sub>o</sub>: is the score for quality allocated to the submission under consideration</p> <p>M<sub>s</sub>: is the maximum possible score for quality in respect to the submission</p> <p>Score quality, rejecting all tender offers that fail to score the minimum number of <b>70%</b> of points for quality stated in the tender data.</p> |

| Clause   | Wording (Data)                                                                                                                                                                                                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Tenderers are advised to study: <b>Maquassi Hills Local Municipality Supply Chain Management Procurement Policy</b> when completing <b>Schedule 1K</b> and claiming points.                                                                                                                                                                                                      |
| F.3.13.1 | Tender offers will only be accepted on condition that : <ul style="list-style-type: none"> <li>a) the tenderer has in <u>his or her possession</u> an Valid Tax Clearance Pin issued by the South African Revenue Services;</li> <li>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> </ul> |
|          | c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and                                                                                                                                     |
|          | d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul>                                                                                                                           |
|          | e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the ability to perform the contract in the best interests of the employer or potentially compromise the tender process.                                                                                                                                      |
| F.3.18   | The number of paper copies of the signed contract to be provided by the Employer is ONE (1).                                                                                                                                                                                                                                                                                     |

**Special Conditions of Tender**

**T1.2 3: TENDER DATA: SPECIAL CONDITIONS OF TENDER**

**1. QUALIFICATION CRITERIA**

The Qualification Scorecard is as per the Table below.

| Key aspect of criterion                                                                                            | Basis for points allocation                                                                                                        | Max. Points | Verification Method                                                       |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------|
| <b>Experience of the Bidder (Name of traceable reference with contact details to be included for verification)</b> | At least Five (5) completed (roads construction and rehabilitation in the past 5 years.                                            | 35          | Appointment letter, completion certificates and References to be attached |
|                                                                                                                    | At least four (4) completed (roads construction and rehabilitation in the past 5 years.                                            | 20          | Appointment letter, completion certificates and References to be attached |
|                                                                                                                    | At least four (3) completed (roads construction and rehabilitation in the past 5 years.                                            | 15          | Appointment letter, completion certificates and References to be attached |
|                                                                                                                    | At least two (2) completed (roads construction and rehabilitation in the past 5 years.                                             | 10          | Appointment letter, completion certificates and References to be attached |
|                                                                                                                    | Less than 2 projects completed                                                                                                     | 0           | Appointment letter, completion certificates and References to be attached |
| <b>Qualifications and experience of a site agent</b>                                                               | NQF Level 7 or Higher in Civil Engineering and at least 5 years' experience.                                                       | 15          | CV with Certified Copy of Qualifications to be attached                   |
|                                                                                                                    | NQF Level 6 in Civil Engineering with SACPCMP and at least 5 years' experience in roads construction and rehabilitation.           | 10          | CV with Certified Copy of Qualifications to be attached                   |
|                                                                                                                    | NQF Level 6 in Civil Engineering with less than five (5) years experience in roads construction and rehabilitation.<br>' traceable | 5           | CV with Certified Copy of Qualifications to be attached                   |

|                                                                                                                                                                                                       |                                                                                                                                                                                                                                      |    |                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------------------------------------------------------------|
| <b>Experience<br/>offoreman</b>                                                                                                                                                                       | 5 or more years'<br>experience in cōnstruction<br>and<br>rehabilitation of Roads                                                                                                                                                     | 10 | CV with Certified Copy<br>of Qualifications to be<br>attached      |
|                                                                                                                                                                                                       | 3 to 4 years' experience<br>in construction and<br>rehabilitation of roads                                                                                                                                                           | 5  | CV with Certified Copy<br>of Qualifications to be<br>attached      |
|                                                                                                                                                                                                       | Less than 3 years'<br>experience in constructionand<br>rehabilitation of roads                                                                                                                                                       | 3  | CV with Certified Copy<br>of Qualifications to be<br>attached      |
|                                                                                                                                                                                                       | No submission                                                                                                                                                                                                                        | 0  | None                                                               |
| <b>Locality of<br/>Bidder or Joint<br/>Venture</b>                                                                                                                                                    | Within Maquassi Hills Local<br>Municipality                                                                                                                                                                                          | 15 | Municipal account                                                  |
|                                                                                                                                                                                                       | Within District Municipality                                                                                                                                                                                                         | 12 | Municipal account                                                  |
|                                                                                                                                                                                                       | Within Province                                                                                                                                                                                                                      | 8  | Municipal account                                                  |
|                                                                                                                                                                                                       | Outside Province                                                                                                                                                                                                                     | 5  | Municipal account                                                  |
| <b>Plant and<br/>Equipment<br/>(relevant to the<br/>tendered<br/>project).<br/>Relevant<br/>ownership<br/>document copies<br/>are to be included<br/>in this tender<br/>verification<br/>purposes</b> | Tenderer Own All Plant required<br>for All roads construction projects:<br><br>Grader – 4 points<br>Excavator – 4 points<br>Tipper Trucks x 3 – 6 points<br>Water Tanker – 2 points<br>Smooth or padfoot – 2 points<br>LDV – 1 point | 19 | Certified Copies of Plant<br>Ownership documents to be<br>attached |
|                                                                                                                                                                                                       | For ownership, please score extra 1<br>point per Plant type                                                                                                                                                                          | 6  | Copies of Plant Ownership<br>documents to be attached              |
|                                                                                                                                                                                                       | For hired Plant score 3 points for<br>submission of the letter.                                                                                                                                                                      | 2  | Letter of intent to supply with<br>Plant.                          |

### **SCORING OF POINTS FOR PREFERENTIAL PROCUREMENT STATUS LEVEL CONTRIBUTOR**

Points must be awarded to a Tenderer in accordance with the table below.

| Preferential Procurement Level of Contributor | Number of points (80/20 system) |
|-----------------------------------------------|---------------------------------|
| Female                                        | 5                               |
| Youth                                         | 5                               |
| Disability                                    | 5                               |
| Locally                                       | 5                               |
| Non-compliant contributor                     | 0                               |

The minimum number of evaluation points for Functionality is **70 points**. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

***NB: Bidders are required to submit supporting documents to score full points.***

### **Bidder MUST SCORE AT LEAST 70 points FOR QUALITY, TO QUALIFY FOR FURTHER EVALUATION**

**NOTE: Must use METHOD 4**

### **LIC NQF REQUIREMENTS**

[NQF Level 5 and 7 Certificates for labour intensive construction for Supervisory and Managerial staff to be employed on site are to be provided with the tender submission]

| KEY PERSONNEL                                                                                                                                                                                      | TRAINING INSTITUTION | NQF REQUIREMENTS | YEAR OBTAINED |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|---------------|
| Contracts Manager                                                                                                                                                                                  |                      | NQF 7            |               |
| Site Agent                                                                                                                                                                                         |                      | NQF 6            |               |
| General Foreman                                                                                                                                                                                    |                      | NQF 4            |               |
| LIC NQF attachments should be of key personnel that will be attached on schedule 1E of the document. Attach NQF requirements to this page. <b>Failure to attach this will invalidate your bid.</b> |                      |                  |               |

#### **NOTE:**

- i ) BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE ABOVE NAMELY COMPANY REGISTRATION, QUALIFICATIONS DOCUMENTS, AND REFERENCE LETTERS FOR PREVIOUSLY COMPLETED PROJECTS. FAILURE TO DO SO WILL RENDER THE BID INVALID.
- ii ) PROVIDE PROOF FOR ALL OF THE ABOVE, INCLUDING CONTACT DETAILS, NAMES OF COMPANIES AND CONTACT DETAILS WHERE REFERENCE CHECKS CAN BE UNDERTAKEN.
- iii ) FAILURE TO COMPLETE THE QUALIFICATION SCORE CARD WILL DISQUALIFY YOUR PROPOSAL AND BIDDERS NEED TO SCORE A MINIMUM OF 70% TO BE ELIGIBLE FOR FURTHER EVALUATION

## **SPECIAL CONDITIONS**

### **2. DURATION OF CONTRACT**

The project must be completed within **6 months** from contract start date.

### **3. PAYMENTS**

All payments will be made to the Service Provider within thirty (30) days of verification of an invoice. All invoices should be submitted by the 20th of each month. No payments will be made to the contractor if **it does not adhere to the EPWP requirements.**

### **4. SERVICE LEVEL AGREEMENT**

- 4.1 A service level agreement will be entered into with the successful bidder.
- 4.2 Negotiations in respect of the service level agreement must be finalized within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."
- 4.3 Service level agreement entered into with the successful bidder will capture the time frames for performance applying to this contract.
- 4.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:
  - i) Cancel its acceptance of the bid, or
  - ii) Extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

### **5. PENALTIES**

Penalties will be levied at R 3 500.00 per day in the event of non-compliance.

### **6. PRICE**

This Tender shall be a **Fixed Price Contract**. Contract price adjustment is not applicable to this Tender.

### **7. BID VALIDITY**

This bid shall not be withdrawn during a period of ninety (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

### **8. BID COMPLIANCE**

The Bid must comply with the following:

The VAT component of the price must be indicated separately.

This bid or part thereof may not be ceded.

The bid documents submitted must be in the form and order as issued by the Municipality in order to assist the Municipality with the evaluation of same

### **9. MEETINGS**

Progress meetings will be held once a month as agreed with the Engineer and Technical Meetings will be on an ongoing basis as and when is deemed necessary by the Engineer.

### **10. PROGRAMME/PERFORMANCE**

The Service provider will be required to submit a program of confirmed activities to be undertaken in the project which will form an Annexure to the Service Level Agreement within 14 days from the commencement date.

The Service Provider will also be required to submit monthly progress reports.

**1 1 . RETURNABLE DOCUMENTS**

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The Maquassi Hills Local Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

**12. MANDATORY OBJECTION PERIOD**

All administrative actions and decisions taken by the Maquassi Hills Local Municipality through its officials may become subject to an objections and appeals process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of Fourteen (14) days will be set aside to allow for the submission of appeals against the award/process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed panel sets aside the appointment of the successful bidder as service provider of this contract, the appointment will then be confirmed by the Maquassi Hills Local Municipality in writing.

**13. PERFORMANCE SECURITY**

A fixed amount of 10% in respect of Performance Security is applicable in respect of each bid and must apply for the duration of the contract.

The Performance Security shall be secured within thirty (14) calendar days of award of the bid and shall apply from the date of award of the bid.

The Performance Security submitted has to be approved by the Maquassi Hills Local Municipality.

**1 4 . OTHER MATTERS**

Bidders must also submit three year audited financial statements of the company.

Bidders must certify that he/she have no outstanding debts due to the Municipality where the bidder originates and any other Municipality or any service provider.

**PART T2: RETURNABLE DOCUMENTS**

| TABLE OF CONTENTS |                              | Page Colour |
|-------------------|------------------------------|-------------|
| T2.1              | List of Returnable Documents | (Yellow)    |
| T2.2              | Returnable Schedules         | (Yellow)    |

## T2.1: LIST OF RETURNABLE DOCUMENTS

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

- A. Compulsory Enterprise Questionnaire
- B. Certificate of Authority
- C. Certificate Of Authority for Joint Ventures
- D. Record of Addenda to Tender Documents
- E. Personnel Schedule
- F. Plant and Equipment
- G. Experience of Tenderer H. Proposed Subcontractors
- I. Certificate of Attendance at Clarification meeting
- J. Amendments, Qualifications and Alternatives
- K. Preferential Procurement Schedule
- 2A Certificate of Contractor registration issued by CIDB
- 2B Proof of authority of Signatory
- 2C Tax Clearance Certificate with Tax Pin Number
- 2D Joint Venture Agreement if applicable
- 2E Rates and Municipal Services Clearance Certificate/Lease agreement

Municipal Account or Lease of agreement for both Company and Directors as per the CIPC, proof of residence will be accepted from Tribal Authorities for both Company and Directors as per the CIPC.

- 2F Audited Financials for the past 3 years - **(Only Lead Partner)**
- 2G Particulars of any contracts awarded by an organ of state during the last 5 years
- 2H Bank Rating - **(Only Lead Partner)**

- Invitation to Bid – MBD 1
- Pricing Schedule – MBD 3.1
- Pricing Schedule Non-Firm Prices – MBD 3.2
- Declaration of Interest MBD 4
- Declaration for Procurement above R 10 million (all applicable taxes included)
- Regulations 2022- MBD 6.1
- Contract Form = purchase of goods/ works – MBD 7.1
- Contract Form rendering of services – MBD 7.2
- Declaration of Tenderers past Supply Chain Management Practices – MBD 8
- Certificate of Independent Tender Determination - MBD 9
- Company Registration Certificate/Agreement/ID Document
- Contractors Health and Safety Plan - **(Only Lead Partner)**
- Curriculum Vitae of Key Personnel and Certified Copies of Qualifications - **(Only Lead Partner)**
- Preliminary Programme - **(Only Lead Partner)**
- Contractors Health and Safety Declaration
- Form of Intent to Provide a Performance Guarantee
- Certified Identity document for Company and Directors
- Certified Certificate of Unemployment Insurance Certificate (Circular No 2B/2022 of the UIF states that the UIF certificate is no longer mandatory; however we will accept any form of valid proof that shows compliant status with the UIF Act.) - **(Only Lead Partner)**
- CSD proof of registration with banking details
- LIC NQF LEVEL 7, 5 or 4

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T2.1-List of Returnable Documents

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**ELIMINATION CRITERIA (certified copies)**

- Company/ CC/ Trust/ Partnership registration Certificate – **certified**
- Workman compensation Certificates (Letter of Good standing – **certified**)
- Original Bank Code C – Grading from Bank (Only A, B and C is acceptable) (**Only Lead Partner**)
- Joint Venture agreement and Power of attorney in case of Joint Ventures
- Municipal Accounts of Company and Directors not more than 30 days/lease agreement of tenderer (Municipal Accounts should not be owing for more than 90 days)
- Municipal Account or Lease of agreement for both Company and Directors as per the CIPC, proof of residence will be accepted from Tribal Authorities for both Company and Directors as per the CIPC.
- Registered on CSD (Central Supply Database)
- CIDB Certificate with grading applicable to this Tender – **certified**
- SARS Tax PIN – **certified**
- ID documents of directors/ owners/ Members/shareholders – **certified**
- VAT Registration Certificate (**Only Lead Partner**) – **certified**
- Certified Certificate of Unemployment Insurance Certificate (Circular No 2B/2022 of the UIF states that the UIF certificate is no longer mandatory; however we will accept any form of valid proof that shows compliant status with the UIF Act.) – (**Only Lead Partner**)
- Updated Company Profile
- Contractors Health and Safety Plan – (**Only Lead Partner**)
- 3-year audited financial statements – (**Only Lead Partner**)
- For self-printing (downloads), printing in sectional colours as per the document will not be mandatory, therefore no disqualification in this regard
- A minimum of 20% Joint Venture will be required for the project with a local service provider within the Maquassi Hills Local Municipality

## SCHEDULE A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

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

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

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

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

\* Insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
N a m e \_\_\_\_\_ Position \_\_\_\_\_  
Enterprise name \_\_\_\_\_

\* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

## SCHEDULE B: CERTIFICATE OF AUTHORITY

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

| A<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Sole Proprietor | E<br>Close Corporation |
|--------------|------------------|--------------------|----------------------|------------------------|
|              |                  |                    |                      |                        |

### A. Certificate for Company

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

#### As witnesses :

- ..... Chairman : .....  
Date : .....
- .....

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

### B. Certificate for Partnership

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

### C. Certificate for Joint Venture

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

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

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE,<br>NAME & CAPACITY |
|--------------|---------|-------------------------------------------|
| Lead partner |         |                                           |
|              |         |                                           |
|              |         |                                           |
|              |         |                                           |

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

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

**E. Certificate for Close Corporation**

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**SCHEDULE C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)**

This returnable schedule is to be completed by joint ventures.

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

....., authorised signatory of the company, close corporation or partnership .....

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY        |
|--------------|---------|----------------------------------|
| Lead partner |         | Signature<br>Name<br>Designation |
|              |         | Signature<br>Name<br>Designation |
|              |         | Signature<br>Name<br>Designation |

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

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

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

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

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SCHEDULE E: PERSONNEL SCHEDULE**

| Job Description     | Non-Local | Local |
|---------------------|-----------|-------|
| Contract Manager    |           |       |
| Site Agent          |           |       |
| Quantity Surveyor   |           |       |
| Surveyors           |           |       |
| General Foreman     |           |       |
| Foremen             |           |       |
| Community Officers  |           |       |
| Clerks              |           |       |
| Operators           |           |       |
| Bricklayers         |           |       |
| Learner Bricklayers |           |       |
| Steel fixers        |           |       |
| Watchmen            |           |       |
| Pipe Layers         |           |       |
| Labourers           |           |       |
| * Other             |           |       |
| * Other             |           |       |
| * Other             |           |       |

\* To be filled in by Tenderer

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SCHEDULE F: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT**

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

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

| Quantity | Description, Size, Capacity, etc |
|----------|----------------------------------|
|          |                                  |

Attach additional pages if more space is required.

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

| Quantity | Description, Size, Capacity, etc |
|----------|----------------------------------|
|          |                                  |

Attach additional pages if more space is required.

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

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

Tenderer .....

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

The following is a statement of similar work successfully executed by myself/ourselves:

| Employer, contact person<br>and telephone number | Description of Contract | Value of Work<br>Inclusive of VAT<br>(Rand) | Date<br>Completed |
|--------------------------------------------------|-------------------------|---------------------------------------------|-------------------|
|                                                  |                         |                                             |                   |

Name .....

Position .....

**SCHEDULE H: SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

| No. | Name and Address of Proposed Subcontractor | Nature and Extent of Work | Previous Experience with Subcontractor |
|-----|--------------------------------------------|---------------------------|----------------------------------------|
| 1.  | N/A                                        | N/A                       | N/A                                    |
| 2.  |                                            |                           |                                        |
| 3.  |                                            |                           |                                        |
| 4.  |                                            |                           |                                        |
| 5.  |                                            |                           |                                        |
| 6.  |                                            |                           |                                        |
| 7.  |                                            |                           |                                        |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

|                                                                       |
|-----------------------------------------------------------------------|
| <b>SCHEDULE I: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING</b> |
|-----------------------------------------------------------------------|

This is to certify that

..... (Tenderer)

of.....(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....

..... (Location) on ..... (date), starting at .....

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

Particulars of person(s) attending the meeting:

|      |       |           |       |
|------|-------|-----------|-------|
| Name | ..... | Signature | ..... |
|------|-------|-----------|-------|

|          |       |
|----------|-------|
| Capacity | ..... |
|----------|-------|

|      |       |           |       |
|------|-------|-----------|-------|
| Name | ..... | Signature | ..... |
|------|-------|-----------|-------|

|          |       |
|----------|-------|
| Capacity | ..... |
|----------|-------|

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

|      |       |           |       |
|------|-------|-----------|-------|
| Name | ..... | Signature | ..... |
|------|-------|-----------|-------|

|          |       |             |       |
|----------|-------|-------------|-------|
| Capacity | ..... | Date & Time | ..... |
|----------|-------|-------------|-------|

**SCHEDULE J: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

| Page | Clause or Item | Proposal |
|------|----------------|----------|
|      |                |          |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## SCHEDULE K: PREFERENTIAL PROCUREMENT SCHEDULE

Tenderers who wish to claim preference points in terms of Clause 3.11 of the Tender Data must complete the schedule and sign the Declaration at the end of the schedule. Failure on the part of the tenderer to fill in and/or to sign this schedule will be interpreted to mean that preference points are not claimed.

### A. POINTS FOR PREFERENTIAL PROCUREMENT

Tenderers who wish to claim points for this goal must complete the attached scorecard.

No points will be awarded if the total percentage score is less than 40 %.

For competitive bids / price quotations up to a Rand value of R50 million:

NB: The total score out of 100 % must be converted to a point out of a maximum of 10 points for preferential procurement. For competitive bids with a Rand value above R 50 million:

NB: The total score out of 100 % must be converted to a point out of a maximum of **20** points for preferential procurement.

### B. POINTS FOR LOCAL TENDERERS

#### B.1 Points Claimed

Points will be awarded as follows:

Tenderers operating from the jurisdiction of the Maquassi Hills Local Municipality may claim 15 points. From within the District the Tenderer may claim 10 points. Within the province the Tenderer may claim 8 points from beyond the Province.

|                        |   |       |
|------------------------|---|-------|
| <b>Points claimed:</b> | = | _____ |
|------------------------|---|-------|

The claim/award of points will be based on the information furnished in Section B2.

#### B.2 Declaration with regard to Locality

State full particulars of locality of enterprise as well as that of Head Office:

##### B.2.1 Address of head office of enterprise: Physical:

Postal: .....

.....

Telephone: ..... Fax: .....

RSC levy payer's registration number: .....

NB: A Valid Levy Registration Certificate must be attached - refer Schedule 2E

##### B.2.2 Address of local enterprise within MAQUASSI HILLS LOCAL Local Municipality:

Physical: .....

Postal: .....

.....

Telephone: ..... Fax: .....

RSC levy payers registration number:.....

B.2.3 Address of local enterprise within \_\_\_\_\_Municipality:

Physical: .....

Postal: .....

Telephone: ..... Fax: .....

RSC levy payer's registration number:.....

Failure by the Tenderer to provide the information in Section B2 will result in no preference points being awarded for this category.

**C. DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- i i ) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct.
- iii) If the claims are found to be incorrect, the employer may, in addition to any other remedy it may have -
  - a) recover costs, losses or damages has incurred or suffered as a result of that person's conduct; and
  - b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

■ .....  
**WITNESSES**

.....  
SIGNATURE (S) OF TENDERER(S)

■ .....  
**WITNESSES**

DATE: .....

ADDRESS .....

|                                                                               |
|-------------------------------------------------------------------------------|
| <b>SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB</b> |
|-------------------------------------------------------------------------------|

The Tenderer must attach to this page a copy of their CIDB Certificate.

|                                                     |
|-----------------------------------------------------|
| <b>SCHEDULE 2B: PROOF OF AUTHORITY OF SIGNATORY</b> |
|-----------------------------------------------------|

The Tenderer must attach to this page an original letter of proof of Authority of Signatory.

|                                                     |
|-----------------------------------------------------|
| <b>SCHEDULE 2C: VALID TAX CLEARANCE CERTIFICATE</b> |
|-----------------------------------------------------|

The Tenderer must attach to this page an original Tax Clearance Certificate from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach an original/copy of the Tax Clearance Certificate for each of the joint venture partners.

|                                                                  |
|------------------------------------------------------------------|
| <b>SCHEDULE 2D: JOINT VENTURE AGREEMENT (Only if applicable)</b> |
|------------------------------------------------------------------|

The Tenderer must attach to this page the Joint Venture agreement document, if applicable.

|                                            |
|--------------------------------------------|
| <b>SCHEDULE 2E: MUNICIPAL LEVY PAYMENT</b> |
|--------------------------------------------|

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies.

|                                                                 |
|-----------------------------------------------------------------|
| <b>SCHEDULE 2F: AUDITED FINANCIALS FOR THE PAST THREE YEARS</b> |
|-----------------------------------------------------------------|

The Tenderer must attach to this page a copy of the Audited Financial Statements.

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| <b>SCHEDULE 2G: PARTICULARS OF ANY CONTRACTS AWARDED BY AN ORGAN OF<br/>STATE DURING THE LAST FIVE YEARS</b> |
|--------------------------------------------------------------------------------------------------------------|

The Tenderer must attach to this page their particulars as requested.

|                                             |
|---------------------------------------------|
| <b>SCHEDULE 2H: CONTRACTOR BANK DETAILS</b> |
|---------------------------------------------|

The Tenderer must attach to this page their particulars as requested.

**MBD 1**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAQUASSI HILLS LOCAL MUNICIPALITY

BID NUMBER: .....CLOSING DATE: ..... CLOSING TIME: .....  
DESCRIPTION.....

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7)**

BID DOCUMENTS MAY BE POSTED TO:

.....  
.....

**OR**

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....  
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 8 hours a day, 5 days a week.  
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in regulation 1 of the local government: municipal supply chain management regulations)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER .....  
POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

YES/NO  
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE ..... TOTAL NUMBER OF ITEMS OFFERED .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** .....

**Department** .....

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

**MBD 3.1**

**PRICING SCHEDULE —FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

|                      |                    |
|----------------------|--------------------|
| Name of Bidder _____ | Bid Number _____   |
| Closing Time _____   | Closing Date _____ |

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY                                         | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED) |
|----------|--------------------------------------------------|-------------|----------------------------------------------------------------|
| <hr/>    |                                                  |             |                                                                |
| -        | Required by:                                     | _____       |                                                                |
| -        | At:                                              | _____       |                                                                |
| -        | Brand and Model                                  | _____       |                                                                |
| -        | Country of Origin                                | _____       |                                                                |
| -        | Does the offer comply with the specification(s)? |             | *YES/NO                                                        |
| -        | If not to specification, indicate deviation(s)   | _____       |                                                                |
| -        | Period required for delivery                     | _____       |                                                                |
|          |                                                  |             | *Delivery: Firm/Not firm                                       |
| -        | Delivery basis                                   | _____       |                                                                |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

"all applicable taxes" includes value - added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**MBD 3.2**

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

|                      |                    |
|----------------------|--------------------|
| Name of Bidder _____ | Bid number. _____  |
| Closing Time _____   | Closing Date _____ |

OFFER TO BE VALID FOR \_\_\_\_\_ DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|----------------------------------------------------------------|
|----------|----------|-------------|----------------------------------------------------------------|

- Required by: \_\_\_\_\_
- At: \_\_\_\_\_
- Brand and model - \_\_\_\_\_
- Country of origin \_\_\_\_\_
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) \_\_\_\_\_
- Period required for delivery \_\_\_\_\_
- Delivery: \*Firm/Not firm

- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**MBD 3.2**

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.  
(1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2 must add up to 100%  
R1 R2t. — = Index figure obtained from new index (depends on the number of factors used).  
R1o, R2o = Index figure at time of bidding.  
VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index. — Dated — Index. — Dated — Index. — Dated —

Index... — Dated... — Index... — Dated... — Index... — Dated... —

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| eg. Labour, transport etc.) | ENTAGE OF BID PRICE |
|-----------------------------|---------------------|
|                             |                     |
|                             |                     |
|                             |                     |
|                             |                     |
|                             |                     |
|                             |                     |
|                             |                     |
|                             |                     |
|                             |                     |
|                             |                     |

MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

- 1 . Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--------------------------------------------|
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |

- 2 . Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|
|                                                |                                                     |                                                             |                                                         |
|                                                |                                                     |                                                             |                                                         |
|                                                |                                                     |                                                             |                                                         |

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.1 Full Name: \_\_\_\_\_

3.2 Identity Number: \_\_\_\_\_

3.3 Company Registration Number: \_\_\_\_\_

3.4 Tax Reference Number: \_\_\_\_\_

3.5 T Registration Number: \_\_\_\_\_

3.6 Are you presently in the service of the state \* **YES / NO**

3.6.1 If so, furnish particulars.

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

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

\_\_\_\_\_

\* MSCM Regulations: "in the service of the state" means to be —

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

3.7.1 If so, furnish particulars.

.....  
.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

YES / NO

.....  
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

YES / NO

.....  
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....  
.....

**CERTIFICATION**

I, THE UNDERSIGNED (NAME | \_\_\_\_\_

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

**MBD 5**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? \*YES / NO**

**2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. \*YES / NO**

**2.2 If yes, provide particulars.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\* Delete if not applicable**

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

**4 \*YES / NO**

**4.1 If yes, furnish particulars**

\_\_\_\_\_

\_\_\_\_\_

**\*YES / NO**

**4 . Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? \*YES / NO**

**4.1 If yes, furnish particulars**

---

---

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) \_\_\_\_\_**

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

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

2

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

### 1. GENERAL CONDITIONS

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

- the 80/20 system for acquisition of goods or services for Rand value equal to or above R2 001 and up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for acquisition of goods or services with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the\_\_\_\_\_ system shall be

1.3 Preference points for this bid shall be awarded for:

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

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

|                                                          | <u>POINTS</u> |
|----------------------------------------------------------|---------------|
| 1.3.1.1 PRICE                                            | _____         |
| 1.3.1.2 SPECIFIC GOALS                                   | _____         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b>    |

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- 2.1.1 **“all licable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **B-BBEE** means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
- 2.3 **B-BBEE status level of contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“black designated groups”** has meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.5 **“black people”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.6 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 **“co-operative”** means a co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act No. 14 of 2005);
- 2.9 **“designated group”** means-
- (a) black designated groups;
  - (b) black people;
  - (c) women;
  - (d) people with disabilities; or
  - (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)
- 2.10 **“designated sector”** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);
- 2.11 **“EME”** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.12 means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.13 **“military”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.14 **Treasury** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.15 **“people with disability”** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

- 2.16 **“proof of B-BBEE status level of contributor”** means-
- (a) the B-BBEE status level certificate issued by an authorised body or person;
  - (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;
- 2.17 **“QSE”** means a qualifying small business enterprise in terms of code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.18 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 2.19 **“rural area”** means —
- (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
  - (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;
- 2.20 **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b);
- 2.21 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 2.22 means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994 , was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 2.23 has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and
- 2.24 **“youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)
- 2.25 **comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.26 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.27 **contract** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.28 **Firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.29 **non-firm prices** means all prices other than “firm” prices;
- 2.30 **person** includes a juristic person;
- 2.31 **sub-contract** means the primary contractor’s assigning, leasing making out work to or another person to support such primary contractor in the execution of part of a project in terms of the contract;

- ### 3. ADJUDICATION USING A POINT SYSTEM

- #### 4. POINTS AWARDED FOR PRICE

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

**80/20**                      or                      **90/10**

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

$P_{min}$  = Comparative price of lowest acceptable bid

## 5. Points awarded for Specific Goals

## 5.1

| Specific Goals            | Number of points (80/20 system) |
|---------------------------|---------------------------------|
| Female                    | 5                               |
| Youth                     | 5                               |
| Disability                | 5                               |
| Locally                   | 5                               |
| Non-compliant contributor | 0                               |

## **6. BID DECLARATION**

## 8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

( i ) what percentage of the contract will be subcontracted? \_\_\_\_\_ %

( i i ) the name of the sub-contractor? \_\_\_\_\_

(iii) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number .....

:

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE(S) OF BIDDER(S)

2. \_\_\_\_\_

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

ADDRESS:.....

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

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) \_\_\_\_\_  
CAPACITY \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
NAME OF FIRM \_\_\_\_\_  
DATE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### WITNESSES

1. \_\_\_\_\_  
2. \_\_\_\_\_  
DATE: \_\_\_\_\_

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I, \_\_\_\_\_, in my capacity as \_\_\_\_\_, accept your bid under reference number \_\_\_\_\_ dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| 1. ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | 1. BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|-------------|---------------------------------------|----------|-----------------|-------------------------------------|--------------------------------------------------------------------|
|             |                                       |          |                 |                                     |                                                                    |

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

OFFICIAL STAMP

WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

DATE \_\_\_\_\_

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest; -
    - Declaration of Bidder's Bid Operations;
    - Special Conditions of Contract;
  - ( v ) General Conditions of Contract; and
  - ( v i ) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) \_\_\_\_\_

CAPACITY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

DATE \_\_\_\_\_

| WITNESSES   |       |
|-------------|-------|
| 1           | _____ |
| 2           | _____ |
| DATE: _____ |       |

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I, \_\_\_\_\_, in my capacity as \_\_\_\_\_  
accept your bid under number \_\_\_\_\_ dated \_\_\_\_\_ for the rendering of  
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of  
the contract, within 30 (thirty) days after receipt of an invoice.

| 3.1 | DESCRIPTION OF | P R I C E (ALL | COMPLETION | B-BBEE STATUS | MINIMUM         |
|-----|----------------|----------------|------------|---------------|-----------------|
| 3.2 | SERVICE        | APPLICABLE     | DATE       | LEVEL OF      | THRESHOLD       |
|     |                | TAXES          |            | CONTRIBUTION  | F O R L O C A L |
|     |                | INCLUDED)      |            |               | PRODUCTION      |
|     |                |                |            |               | AND CONTENT     |
|     |                |                |            |               | (if applicable) |
|     |                |                |            |               |                 |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_

NAME (PRINT) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

OFFICIAL STAMP

WITNESSES

1 \_\_\_\_\_

2 \_\_\_\_\_

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

**MBD 8**

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes                             | No                             |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).<br><br><b>The Database of Restricted Suppliers now resides the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                        | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 |                                |
| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes                             | No                             |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?                                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 |                                |

|       |                                                                                                                                                                                                                |                                 |                                |              |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|--------------|
| 4.5   | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> | <b>MBD 8</b> |
| 4.7.1 | If so, furnish particulars:                                                                                                                                                                                    |                                 |                                |              |

2 ~~It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.~~

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a. ~~abused the municipality's / municipal entity's supply chain management s~~ system or committed any improper conduct in relation to such system;
- b. been convicted for fraud or corruption during the past five years;
- c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

#### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME ) \_\_\_\_\_  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.

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

Signature.....

Date.....

Position.....

.....Name of Bidder

Js367bW

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

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

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**MBD 9**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

Js9141w 4

PART C1: AGREEMENT AND CONTRACT DATA

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## C1.1: FORM OF OFFER AND ACCEPTANCE

### 1. OFFER

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

#### **UNDERGROUND, RESOURCE MANAGEMENT, DESIGN, CONSTRUCTION, MONITORING OF THE EXPLORATION AND EQUIPPING OF BOREHOLES IN MAQUASSI HILLS LOCAL MUNICIPALITY**

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

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

The offered total of the prices inclusive of Value-Added Tax is

.....

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)

Name ..... and signature

of witness .....

Date .....

### 2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof 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 the 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 cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature(s) .....

Name(s) .....

Capacity .....

for the **Employer** .....  
(Name and address of organization)

Name \_\_\_\_\_ and signature

of witness ..... Date .....

<sup>1</sup> As an alternative the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two (2) working days after the submission by the Employer of one fully completed original copy of this document, including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven (7) working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

### 3 . SCHEDULE OF DEVIATIONS

**Notes:**

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

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

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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.

## C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. 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.

### PART 1: DATA PROVIDED BY THE EMPLOYER

| Clause          | Description                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.14<br>1.2.2 | The Employer is the <b>Maquassi Hills Local Municipality</b><br>The Employer's address for receipt of communications and notices is<br>Telephone: (018)-596-3925 Facsimile: (018)-596-1555<br>Address (Postal): Private Bag X3 (Physical): 19 Kruger Street<br>Wolmaransstad Wolmaransstad<br>2630                                                                                      |
| 1.1.15<br>1.2.2 | The Engineer is <b>NEP Consulting Engineers (PTY) Ltd</b><br>The Engineer's address for receipt of communications and notices is:<br>N12 between Klerksdorp & Wolmaransstad<br>at Bona Bona Game Lodge 2630<br>Tel: 018 451 1005 Fax: 018 451 1012<br>E-mail: <a href="mailto:info@nepgroup.co.za">info@nepgroup.co.za</a> / <a href="mailto:avt@nepgroup.co.za">avt@nepgroup.co.za</a> |
| 1.1.13          | The time for completing the works is <b>6 months</b> .                                                                                                                                                                                                                                                                                                                                  |
| 1.6 and 38      | The special non-working days are <b>public holidays, Sundays</b> and the <b>year-end break</b> . These days will be excluded from time calculations.                                                                                                                                                                                                                                    |
| 1.6             | The year-end break commences on <b>11 December 2026</b> and ends <b>11 January 2027</b> .                                                                                                                                                                                                                                                                                               |
| 2.3             | The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:<br>a ) The issuing of a variation order in terms of Clause 36.2.<br>b ) Approval of extension of time in terms of Clause 42.2.<br>c ) Approval of penalties in terms of Clause 43.1.<br>d ) Approval to utilize the contingencies                   |
| 4.5.2           | Replace the term "Safety" with "Occupationa Health and Safety"                                                                                                                                                                                                                                                                                                                          |

| Clause                            | Description                                                                                                                                                                                                                                                          |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7                                 | The time to deliver the Deed of Guarantee is <b>14 days</b> of the Commencement Date<br>The Form of Guarantee is to contain the wording of the document included in C1.3.<br>The liability of the Guarantee shall be for <b>10 %</b> of the Tender Price.            |
| 10                                | The Contractor shall commence executing the Works within <b>14 days</b> of the Commencement Date.                                                                                                                                                                    |
| 12.2                              | The Contractor shall deliver his programme of work within <b>14 days</b> of the Commencement Date.                                                                                                                                                                   |
| 35.1.1.2.2                        | The value of the materials supplied by the Employer to be included in the insurance sum is <b>R0-00 (Nil)</b> .                                                                                                                                                      |
| 35.1.1.2.3                        | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <b>14%</b> .                                                                                                                                              |
| 35.1.3                            | The limit of indemnity for the liability insurance required is <b>R10 million</b> .                                                                                                                                                                                  |
| 37.2.2.3                          | The percentage allowance to cover overhead charges for work executed on a day-work basis is <b>25%</b>                                                                                                                                                               |
| 43.1                              | The penalty for failing to complete the Works is <b>0,05%</b> of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25000,00 per day).                                                                                       |
| 46.2                              | The Contract is a Fixed Price Contract:<br><b><i>Contract Price Adjustment will not apply to this contract</i></b>                                                                                                                                                   |
| 46.3                              | Price adjustments for variations in the costs of special materials will not apply to this contract. Refer Contract Data (Part 2).                                                                                                                                    |
| 49.1.5                            | The percentage advance on materials not yet built into the Permanent Works is <b>80 %</b> .                                                                                                                                                                          |
| 49.3                              | The percentage retention on the amounts due to the Contractor is <b>10 %</b> .                                                                                                                                                                                       |
| 49.3                              | The limit of retention money is <b>10 %</b> of the Contract Price. No interest will be paid on retention money                                                                                                                                                       |
| 49.6                              | A Retention Money Guarantee is permitted. Replace the term "Bank" with "Bank or Insurance Company" in Clauses 49.6.1 to 49.6.3.                                                                                                                                      |
| 51.5.3                            | Delete Clause 51.5.3 as retention monies shall not be halved at completion.                                                                                                                                                                                          |
| 53.1                              | The Defects Liability Period is <b>12 months</b> measured from the date of the Certificate of Completion.                                                                                                                                                            |
| 55.1.8                            | Replace subclause with:<br><br>The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.                       |
| Additional Conditions of Contract | <b>EXTENSION OF TIME FOR ABNORMAL RAINFALL</b><br>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:<br>$V = Nw - Nn + \frac{Rw - Rn}{X}$<br>Where: |

| Clause            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   | <p>V = Extension of time in calendar days in respect of 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>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Scope of Work, on which a rainfall of 10mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Scope of Work.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Scope of Work.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> |
| Additional Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                   | <p><b>Payment for the labour-intensive component of the works</b></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>1. Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.</p> <p>1.2 In this document</p> <p>(a) “department” means any department of the State, implementing agent or contractor;</p> <p>(b) - means any department - agency or contractor that hires workers to work in elementary occupations on a EPWP;</p> <p>(c) “worker” means any person working in an elementary occupation on a EPWP;</p> <p>(d) “elementary occupation” means any occupation involving - skilled work;</p> <p>(e) “management” means any person employed by a department or agency to administer or execute an EPWP;</p> <p>(f) “task” means a fixed quantity of work;</p> <p>(g) - paid performing a task;</p> <p>(h) - completed;</p> <p>(i) - means a worker paid - length of time worked.</p> |
|  | <p><b>2. Terms of Work</b></p> <p>2.1 Workers on a EPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.</p> <p>2.3 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p><b>3. Normal Hours of Work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work —<br/>(a) more than forty hours in any week<br/>(b) on more than five days in any week; and<br/>(c) for more than eight hours on any day.</p> <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p>                                                                                                                                                                                                                                                                                                                                                                                                       |
|        | <p><b>4. Meal Breaks</b></p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p> |
|        | <p><b>5. Special Conditions for Security Guards</b></p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | <p><b>6. Daily Rest Period</b></p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|        | <p><b>7. Weekly Rest Period</b></p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work")</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | <p><b>8. Work on Sundays and Public Holidays</b></p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid —<br/>(a) the worker's daily task rate if the worker works for rate, less than four hours;<br/>(b) double the worker's daily task rate if the worker works for more than four hours.</p> <p>8.4 A time-rated worker who works on a public holiday must be paid —</p>                                                                                                                                                                                                                                                  |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</p> <p>(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|        | <p><b>9. Sick Leave</b></p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is —</p> <p>(a) absent from work for more than two consecutive days; or</p> <p>(b) absent from work on more than two occasions in any eight-week period.</p> <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> |
|        | <p><b>10. Maternity Leave</b></p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave :—</p> <p>(a) four weeks before the expected date of birth; or</p> <p>(b) on an earlier date :—</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</p> <p>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</p> <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p>                                                                                 |
|        | <p><b>11. Family responsibility leave</b></p> <p>11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances :-</p> <p>(a) when the employee's child is born</p> <p>(b) when the employee's child is sick;</p> <p>(c) in the event of a death of —</p> <p>(i) the employee's spouse or life partner;</p> <p>(ii) the parent, adoptive parent, grandparent child adopted child, grandchild or sibling.</p>                                                                                                                                                                                                                                                                                                         |
|        | <p><b>12. Statement of Conditions</b></p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment :</p> <p>(a) the employer's name and address and the name of the SPWP;</p> <p>(b) the tasks or job that the worker is to perform; and</p> <p>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</p> <p>(d) the worker's rate of pay and how this is to be calculated;</p> <p>(e) the training that the worker will receive during the SPWP</p> <p>12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p> <p>12.3 An employer must supply each worker with a copy of these conditions of employment.</p> |
|        | <p><b>13. Keeping Records</b></p> <p>13.1 Every employer must keep a written record of at least the following :</p> <p>(a) the worker's name and position;</p> <p>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</p> <p>(c) in the case of a time-rated worker, the time worked by the worker;</p> <p>(d) payments made to each worker.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|        | <p><b>14. Payment</b></p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place :—</p> <ul style="list-style-type: none"> <li>(a) at the workplace or at a place agreed to by the worker;</li> <li>(b) during the worker's working hours or within fifteen minutes of the start or finish of work;</li> <li>(c) in a sealed envelope which becomes the property of the worker.</li> </ul> <p>14.7 An employer must give a worker the following information in writing : —</p> <ul style="list-style-type: none"> <li>(a) the period for which payment is made;</li> <li>(b) the numbers of tasks completed or hours worked;</li> <li>(c) the worker's earnings;</li> <li>(d) any money deducted from the payment;</li> <li>(e) the actual amount paid to the worker.</li> </ul> <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it</p> <p>14.9 If a worker's employment owing to that worker within one month of the termination of employment monies</p> |
|        | <p><b>15. Deductions</b></p> <p>15.1 An employer may not deduct money from worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to :—</p> <ul style="list-style-type: none"> <li>(a) repay any payment except an overpayment previously made by the employer by mistake;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Clause | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or</p> <p>(c) pay the employer or any other person for having been employed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|        | <p><b>16. Health and Safety</b></p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must :—</p> <p>(a) work in a way that does not endanger his/her health and safety or that of any other person;</p> <p>(b) obey any health and safety instruction;</p> <p>(c) obey all health and safety rules of the SPWP;</p> <p>(d) use any personal protective equipment or clothing issued by the employer;</p> <p>(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.</p>                                                                                                                                                                                                                                                                                                                                            |
|        | <p><b>17. Compensation for Injuries and Diseases</b></p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p>                                                                                   |
|        | <p><b>18. Termination</b></p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>19. Certificate of Service</b></p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating —</p> <ul style="list-style-type: none"><li>(a) the worker's full name;</li><li>(b) the name and address of the employer;</li><li>(c) the SPWP on which the worker worked;</li><li>(d) the work performed by the worker;</li><li>(e) any training received by the worker as part of the SPWP; (f)</li></ul> <p>the period for which the worker worked on the SPWP;</p> <ul style="list-style-type: none"><li>(g) any other information agreed on by the employer and worker.</li></ul> |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**C1.2 : CONTRACT DATA (PART 2)**

**PART 2: DATA PROVIDED BY THE CONTRACTOR.**

| Clause           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |      |               |       |       |       |       |       |       |       |       |       |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------|---------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1.1.8            | The Contractor is the _____ <i>[Enter the Legal name of the Contractor].</i>                                                                                                                                                                                                                                                                                                                                                                                                        |                  |      |               |       |       |       |       |       |       |       |       |       |
| 1.2.2            | <p>The Contractor's address for receipt of communications and notices is  </p> <p>Telephone: ..... Facsimile: .....</p> <p>E-mail : .....</p> <p>Address (Postal) : ..... Address (Physical) : .....</p> <p>.....</p> <p>.....</p>                                                                                                                                                                                                                                                  |                  |      |               |       |       |       |       |       |       |       |       |       |
| 37.2.2.3         | The percentage allowance to cover all overhead charges is .....                                                                                                                                                                                                                                                                                                                                                                                                                     |                  |      |               |       |       |       |       |       |       |       |       |       |
| 42.1             | <p>The Works shall be completed in ..... days/weeks/months *(delete one).</p> <p><i>[State the total number of days, weeks, months or years which must include the special non-working days and the year end break].</i></p> <p>The Works shall be completed for the portions as set out in the Scope of Works for :</p> <p>Portion 1 within ..... (To be completed by the Compiler)</p> <p>Portion 2 within .....</p> <p>The whole of the Works shall be complete within .....</p> |                  |      |               |       |       |       |       |       |       |       |       |       |
| 46.3             | <p>The variation in cost of special materials is :</p> <table border="1"> <thead> <tr> <th>Type of Material</th><th>Unit</th><th>Rate or Price</th></tr> </thead> <tbody> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>                                                                                                                          | Type of Material | Unit | Rate or Price | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| Type of Material | Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Rate or Price    |      |               |       |       |       |       |       |       |       |       |       |
| .....            | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | .....            |      |               |       |       |       |       |       |       |       |       |       |
| .....            | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | .....            |      |               |       |       |       |       |       |       |       |       |       |
| .....            | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | .....            |      |               |       |       |       |       |       |       |       |       |       |

### C1.3 : PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical" address:.....

"Employer" means:.....

"Contractor" means: .....

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

"Works" means: .....

"Site" means: .....

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

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

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

Amount in words: .....

Type of Performance Guarantee..... (Insert Variable or Fixed)

"Expiry Date" means..... (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here

#### CONTRACT DETAILS

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

## **1 . VARIABLE PERFORMANCE GUARANTEE**

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods of diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

(Amount in words \_\_\_\_\_)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry \_\_\_\_\_, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R \_\_\_\_\_

(Amount in words \_\_\_\_\_)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

## **2 . FIXED PERFORMANCE GUARANTEE**

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the \_\_\_\_\_ II advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

### **3 . CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money. 3.2

Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

321 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

323 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

331 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

332 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 3.3; and

333 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.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1

3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank

compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity.....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory ( 1 ) .....

Witness signatory (2) .....

## C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

### MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:MAQUASSI HILLS LOCAL MUNICIPALITY

#### (HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by \_\_\_\_\_  
in \_\_\_\_\_ his \_\_\_\_\_ capacity \_\_\_\_\_ as  
of the Municipality, he being duly authorised thereto  
and

*(hereinafter referred to as the Mandatory)*

herein represented by \_\_\_\_\_  
in his capacity as \_\_\_\_\_  
of the Mandatory, he being duly authorised thereto

#### WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_ in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

\_\_\_\_\_  
*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.
4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

## **NOW THEREFOR THE PARTIES AGREE AS FOLLOWS**

### **1. WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

### **2. ACKNOWLEDGEMENT BY THE MANDATARY**

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

### **3. UNDERTAKING BY MANDATARY**

- (a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

### **4. PERSONAL PROTECTIVE EQUIPMENT**

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Maquassi Hills Local Municipality is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

### **5. FENCING AND GENERAL MACHINERY PROTECTION**

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

### **6. SCAFFOLDING, LADDERS, TOOLS, ETCETERA**

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

## **7. SERVICES AND WORKING METHODS**

The written permission of the Chief Executive/Municipal Manager of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

## **8. EXCAVATIONS**

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

## **9. RESTRICTION TO WORKPLACE**

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

## **10. SUBCONTRACTORS**

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

## **11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS**

The Occupational Health and Safety Officer of the Municipality is available for consultation, and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

## 12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident. All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- A South-African Red Cross Society B
- C South African First Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

## 13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention

EN F I  
notices shall be adhered to. The Mandatory and his or her senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

## 14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

## 15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

## 16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behavior that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

**17. INTOXICATION**

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

**18. CONFIDENTIALLY**

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

**19. INDEMNIFICATION BY THE MANDATORY**

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

**20. AMENDMENTS MUST BE IN WRITING**

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

**21. JURISDICTION AND LEGAL COSTS**

In the event of any legal action being instituted pertaining to this agreement the party in default or breach **will** be liable for the other party's legal costs on the scale as between attorney and own Employer and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

## PARTICULARS OF THE MANDATORY

Name (Mandatory) \_\_\_\_\_

C.E.O. (Section 16(1)) \_\_\_\_\_

ID NO \_\_\_\_\_

Designation \_\_\_\_\_

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Tel number \_\_\_\_\_ (h) \_\_\_\_\_ (w) e-mail \_\_\_\_\_

Number of employees employed \_\_\_\_\_

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner \_\_\_\_\_

Date allocated \_\_\_\_\_

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20

As witnesses:

\_\_\_\_\_(Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_(Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_(Signature) \_\_\_\_\_ (Name in print)

**THE MANDATORY**

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20

As witnesses:

\_\_\_\_\_(Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_(Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_(Signature) \_\_\_\_\_ (Name in print)

**THE MUNICIPALITY**

Acknowledgement of receipt of the agreement:

\_\_\_\_\_  
**THE MANDATORY**

**PART C2: PRICING DATA**

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## C2.1: PRICING INSTRUCTIONS

- C2.1.1** Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments in the section SANS 1200 standardised specifications”.
- C2.1.2** Descriptions in the Bills 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 or Scope of Work, as applicable, shall prevail.
- C2.1.3** The clauses in a specification in which further information regarding the Bill item can be obtained appear under “Reference clause” in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
- C2.1.4** Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- C2.1.5** 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.
- C2.1.6** The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices 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. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7** It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org](http://www.stanza.org) or [www.iso.org](http://www.iso.org) for information on standards).
- C2.1.8** Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.9** A price or rate is to be entered against each item in the Schedule/Bills 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 Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.10** Except where rates only are required, the Tenderer shall insert all amounts to be included in his tendered price in the “Amount” column and show the corresponding total tendered price.
- C2.1.11** The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

|                      |   |                       |          |   |                   |
|----------------------|---|-----------------------|----------|---|-------------------|
| ha                   | = | hectare               | h        | = | hour              |
| k/                   | = | kilolitre             | kg       | = | kilogram          |
| km                   | = | kilometre             | kW       | = | kilowatt          |
| Km-pass              | = | kilometre pass        | MN       | = | Mega Newton       |
| kPa                  | = | kilopascal            | MN.m     | = | Mega Newton-metre |
| /                    | = | litre                 | %        | = | per cent          |
| m                    | = | metre                 | PC sum   | = | Prime Cost sum    |
| mm                   | = | millimetre            | Prov sum | = | Provisional sum   |
| m <sup>2</sup>       | = | square metre          | No.      | = | number            |
| m <sup>2</sup> .pass | = | square metre-pass     | R/only   | = | Rate only         |
| m <sup>3</sup>       | = | cubic metre           | sum      | = | lump sum          |
| m <sup>3</sup> .km   | = | cubic metre-kilometre | t        | = | ton (1 000 kg)    |
| MPa                  | = | Megapascal            | W/day    | = | Work day          |

**C2.1.12** Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in 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 work, is a variation to 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.

**C2.1.13** 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.

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

## **PART C3: SCOPE OF WORKS**

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## **C3.1 DESCRIPTION OF WORKS**

Note that dimensions and quantities stated in this description are approximate and for demonstration of order size purposes only.

### **C3.1.1 Employer's Objectives**

The Municipality is embarking on a project to upgrade gravel roads to block paving within the Maquassi Hills Local Municipality. Wolmaransstad is a town located within Maquassi Hills Local Municipality. The purpose of this project is to upgrade the existing internal gravel roads around Tselelang township to block pavers. The access is currently served by a combination of arterial and access roads. The overall project involves the construction of approximately one thousand metres of urban access roads and twenty metres of open channel storm water drainage facilities. The roads are to be constructed in accordance with SABS standards and will have a pavement layer consisting of a roadbed, sub-base, stabilized base and interlocking block paving surface, channel drains.

Objectives during construction are to provide black economic enterprise contractors with a substantial portion of the work, provide work and training to local and other labourers and to execute the work with a high degree of safety.

### **C3.1.2 General Description of the Project Route**

The project site is located in Maquassi Hills Local Municipality, in Kgakala township. The location of the road is shown on the Locality Plan bound into this document.

### **C3.1.3 Extent of Works**

**The main work items to be undertaken involves the following:**

Under this Contract, the Maquassi Hills Local Municipality intends to upgrade about one thousand metres internal roads within Kgakala township. Under this contract, the successful Contractor will be required to undertake the following works:

- Construction of block paved roads 5 wide with kerbs on either side
- V-drain open channel drains
- Relocation of services (water pipeline, sewers and other services, etc)
- Setting out of the road works
- Bulk earthworks.
- Construction of layer works
- Trench excavations for services (Stormwater drainage, culvert etc).

Site clearing, and rehabilitation of areas affected by construction activities

Construction of temporary road deviations to cater for existing traffic and reinstatement thereof on completion of the contract in accordance with the requirements stipulated in the Environmental Management Programme (EMP).

Labour based construction methods will be used along relevant portions of the project considered to be safe and/or appropriate to undertake such works.

Construction of a formalised surplus material stockpile (for future use on extensions to the project), site landscaping, top soiling and rehabilitation of all disturbed areas in accordance with the requirements of the Environmental Management Plan.

- Construct stormwater pipes / and culverts, inlet and outlet structures.
- Erect road signs.
- Clean road reserve and cut the grass.
- Construct drainage structures and side drains.

Layer works shall include the following:

The following designs are applicable for this contract:

Surfacing: 60 mm interlocking grey block pavers

Base: 150mm thick stabilized gravel base layer (G6) compacted to 98% of modified AASHTO

Sub Base: 150mm thick gravel subbase layer (G6) compacted to 95% of modified AASHTO

Subgrade: In-Situ roadbed: Ripped, shaped and compacted to 93% Modified AASHTO density

### **C3.1.4 Temporary Works Temporary works**

under this project will specifically include inter alia;

- Construction of temporary by-passes to deal with traffic during construction.
- Provision of trench coverings for minor tracts and residential accesses.
- Traffic control during construction operations.
- Barricading and signposting for the duration of the contract.

### **C3.1.5 General Information**

#### **C3.1.5.1 Accommodation of Traffic**

The accommodation of traffic during the construction of all the phases of the project forms an integral part of the project.

The existing roads shall at all times be open to allow for access to and from adjacent properties. The required proposal by the Contractor for the accommodation of traffic must be submitted to the Engineer at least one week before the date of the intended implementation to enable the Engineer to obtain approval from Maquassi Hills local Municipality.

The Contractor's tendered rates for the relevant items in the Schedule of Quantities shall include full compensation for all additional costs which may arise from this, and no claims for extra payment following on inconvenience caused by or as a result of the modus operandi to be followed, will be considered.

The travelling public shall have the right of way on public roads, and the Contractor shall apply suitable approved methods for controlling the movement of his equipment and vehicles in such a way that the latter will not constitute a hazard on the roads.

Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the Engineer to bring the Works to a stop until the road signs, etc., have been repaired to his satisfaction.

The Contractor shall submit proposals in connection with directional signs to the Engineer for approval

#### **C3.1.5.2 Services**

Due to the nature of the construction it is not anticipated that any services will be affected. However, the contractor shall do a reconnaissance of the route for possible services that may be affected.

#### **C3.1.5.3 Construction Materials**

Gravel materials required for construction work are not available on the site and shall be obtained from commercial sources. Concrete and making-up material shall be obtained from commercial sources.

#### **C3.1.5.4 Drawings**

All drawings necessary to complete the works are bound in Volume 4: Contract Drawings. The drawings indicating the extent of the works along the road are for tendering purpose only. The final extent of the work will be as instructed by the engineer.

Any information in the possession of the contractor which is required by the resident engineer to complete his as-built drawings shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

The levels given on the structural drawings are subject to confirmation on site, and the contractor shall submit all levels to the engineer for confirmation before commencing any structural work. The contractor shall check all clearances given on the drawings and shall inform the engineer of any discrepancies.

#### **C3.1.5.5 Power Supply and other Services**

The contractor shall make his own arrangements regarding the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

#### **C3.1.5.6 Water for Construction Purposes**

The contractor shall make his own arrangements regarding a suitable supply of water for the project and he must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

#### **C3.1.5.7 Construction in Confined Areas**

It may be necessary for the Contractor to work within confined areas. No additional payment will be made for work done in restricted areas, except in the case of structures as described in Subclause 6108(d) of the Standard Specifications. In certain places the width of the fill material and pavement layers 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 plant.

However, the Contractor must note that measurement and payment will 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 will be made nor will any claim for additional payment be considered in such cases.

#### **C3.1.5.8 Contractor's Camp Site**

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. The choice of all sites for the establishment of camps is subject to the approval of the engineer. Camp sites within the road reserve will not be permitted.

The establishment of all labour, plant and materials on site is the responsibility of the Contractor and all arrangements in this respect are the Contractors' responsibility; however:

Provision has been made in the Schedule of Quantities for the Contractor to tender for his independent establishment on site;

Base camp(s) established by the Contractor for his use must be approved by the Engineer before the Contract begins and this approval must be obtained in writing but must also meet the approval of the local authorities, headmen or residents associations, as well as the Environmental Management Programme with regard to batching plants, bitumen storage areas and plant maintenance areas.

The Contractor shall provide and maintain a continuous means of on-site communication between his site supervision staff (i.e. the people responsible for the day to day running of the Contract) and the staff of the Engineer's Representative. The Contractor must provide the Engineer with at least two cell phones which will be paid for under Item specified in schedule of quantities. The provision and use of cellular phones for the Contractor's personnel will be for his own cost.

#### **C3.1.5.9 Security**

The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard shall be considered by the employer. The Contractor shall also be responsible for the security of the areas around the Engineer's offices.

#### **C3.1.5.10 Programme of the Work**

The contractor shall take note of various factors contained in these specifications which will have a significant influence on the compilation of the programme of work. Detailed directives for compiling the programme of work are given in clause B1204 of section 1200 of the project specifications.

It shall be noted that the specified contract period is six months.

#### **C3.1.5.11 Environmental Requirements**

The Contractor shall be responsible for implementing and managing an Environmental Management Plan (also referred to as the "Environmental Management Programme") in terms of C3.5.2.

The Contractor's authorised agent shall report to the Engineer regarding compliance with the conditions as stipulated in the Environmental Management Plan.

The Contractor shall take the utmost care to minimise the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in C3.5.2. The Contractor shall prepare a detailed Method Statement to the Engineer detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials. Where in the opinion of the Engineer, the Contractor has not adhered to these requirements; the Contractor shall rectify the damage at his own cost and to the satisfaction of the Engineer.

(Refer C3.5.2: Environmental Management Plan).

#### **C3.1.5.12 Minimum requirements for sub-contractors, females, local labour and training**

Refer to Clause C3.3 relating to procurement and training.

#### **C3.1.5.13 Labour Enhanced Construction**

(Refer C3.3.3: Labour Enhanced Construction).

#### **C3.1.5.14 Training**

(Refer C3.3.5: Training).

#### **C3.1.5.15 Occupational Health and Safety (OHS)**

(Refer C3.5.1: Occupational Health and Safety Act 1993: Health and Safety Specification.

#### **(a) 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 (OHS) Act (Act 85 and Amendment Act 181) of 1993, and the Construction Regulations 2014 issued in February 2014 by the Department of Labour. Contractor to complete Schedules T2.1 K: Occupational Health and Safety.

The additional specification regarding health and safety issues on this contract have been included in Part C3.5: Management.

For the purpose of this contract the Contractor is required to confirm his status as mandatory to the Employer (Client) and employer in his own right for the execution of the contract, and he shall enter into an agreement in respect of the Occupational Health and Safety Act in the schedule as included in Part T2.4: Other Schedules and Documents that will be Incorporated in the Contract (Schedule T2.4 B).

**(b) Health and Safety Specifications and Plans to be submitted at tender stage**

**(i) Health and Safety Specification**

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

**(ii) Tenderer's Health and Safety Plan**

***The Tenderer shall submit with his tender sufficient proof that he has a Health and Safety Plan in place. The Contractor will, however, have to submit his Health and Safety Plan on request by the Employer during the tender evaluation stage.***

***In terms of the OHS Act the tender will be disqualified if the tenderer has no Health and Safety Plan.***

***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.***

The Contractor shall not be entitled to claim for extension of time or standing time and the related costs for any delays due to delayed commencement or suspension of the work arising from the lack of approval of an approved Health and Safety Plan.

**C3.1.5.14 Temporary latrines**

The Contractor shall provide sufficient portable chemical latrine units for the use of his employees. Furthermore, the Contractor shall also provide a portable chemical latrine unit at each temporary traffic control facility. He 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 and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates tendered for the Contractor's time-related obligations.

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## **C3.2 ENGINEERING DESIGN**

### **C3.2.1 Design**

- The employer is responsible for the design of the permanent Works as reflected in these Contract Documents unless otherwise stated.
- The contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- 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**

#### **C3.2.2.1 Detail description of Works**

- **Wolmaransstad Borehole Supply**
  - Drilling of boreholes x 4 (Ext BH H1, WT 02, WT 04 & Ext 13 BhH1)
  - Testing of boreholes x 4
  - Electrification of Boreholes by Solar Panels.
  - Construction of the Pump house and fencing.
  - Construction of rising mains, DN75 x 1600m long uPVC pipe, from the borehole to the storage reservoirs.
  - Construction of 6 x 10kl elevated storage tanks.
  - Construction of DN75 uPVC mains to connect into the existing reticulation network.
  - Construction of 6 x Standpipes.
- **Lebaleng Borehole Supply**
  - Drilling of boreholes x 3 (LT4, LT3 & LT2)
  - Testing of boreholes x 3
  - Electrification of Boreholes by Solar Panels.
  - Construction of the Pump house and fencing.
  - Construction of rising mains, DN75 x 3000m long uPVC pipe, from the borehole to the storage reservoirs.
  - Construction of 8 x 10kl elevated storage tanks.
  - Construction of DN75 uPVC gravity mains supply to standpipes.
  - Construction of 8 x Standpipes.
- **Kgakala**
  - Drilling of boreholes x 3 (K1, K2 & K3)
  - Testing of boreholes x 3
  - Electrification of Boreholes by Solar Panels.
  - Construction of the Pump house and fencing.
  - Construction of rising mains, DN75 x 3400m long uPVC pipe, from the borehole to the storage reservoirs.
  - Construction of 2 x 10kl elevated storage tanks.
  - Construction of DN75 uPVC gravity mains supply to standpipes.
  - Construction of 12 x Standpipes.

### **C3.2.3 Drawings**

The drawings for the design of the permanent Works are supplied during the contact. Contractor and engineer to maintain master lists indicating the supply and revision of such documents. The contractor will be supplied with one set of A1 plans and a CD containing all the plans. He can have copies made as required at his own cost.

### **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, LOCAL LABOUR AND TRAINING**

#### **C3.3.1 Procurement**

##### **C3.3.1.1 Minimum Preferential Procurement Requirements**

The following minimum preferential procurement requirements apply:

- (a) Empowerment of Subcontractors and Females

#### **Contract Participation Goal**

It is required that:

A Contract Participation Goal of at least 30% of the Contract Price excluding VAT and contingencies be achieved by the Contractor to benefit local black emerging contractor(s) which is 51% owned by youth or women(black).

### **TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR**

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in Part F: Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors in terms of Part G: Small Contractor Development of the project specifications.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 55% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:  
Minimum required content of such local labour (%)

$$= \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{Total value of the project (excluding VAT)})}$$

The minimum required content of such local labour for this project shall be **10 %**.

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

#### **C3.3.1.2 Definitions**

Percentages stated in clause C3.3.1.1 (a)

Percentages of the Contract Value (Excluding VAT) are calculated from the agreed financial values of the work performed by the various types of sub-contractors excluding VAT, based on the appropriate quantities in the contractor's approved statements of payment (in terms of clause 6.10 of the General Conditions of Contract), including the applicable proportional values of general costs derived from sections 1200, 1300, 1400 and 1500 of the Bill of Quantities. In the event that agreement cannot be reached, the engineer's ruling shall prevail.

#### B-BBEE Status Level

The certified status level in-terms of the Preferential Procurement Regulations promulgated on 6 June 2011.

Qualifying Small Enterprises (QSE's) or Exempted Micro (EME's)

The QSE and EME's certified status in terms of the B-BBEE Code of Good Practice and the Preferential Procurement Policy Framework Act, 05 of 2000 and Regulations of 2011.

EME's are deemed to have the status of a level 4 contributor and in instances where black ownership is greater than 50%, the status of a level 3 contributor.

Average weighted equivalent B-BBEE Status level

The Average Weighted B-BBEE Status level =

$$\frac{\sum (S \times V)}{\sum V}$$

Σ= The sum of the values in parenthesis ( )

S = status level of each individual, QSE or EME sub-contractor

V = Value of the work performed, including the proportion of General costs incurred, by each individual QSE or EME Sub-contractor.

#### Female Owned

Female owned enterprises are enterprises that can provide proof of more than 50% female ownership, in the form of written certification by a registered professional auditor.

#### Worker

As defined in Part C of the project specifications.

#### Salaries and Wages

The total gross remuneration of the workforce, (as defined in Part C of the Project Specification) as reported regularly to the engineer in an acceptable format.

The gross remuneration shall exclude the proportions of salaries and wages of labourers when such workers are not performing work directly related to the contract.

The gross remuneration shall only include the remuneration or proportional remuneration of :

- Key Personnel\*
- The Workforce\*
- Local Labour\*
- Sub-contractors
- The Community Liaison Officer\*
- Other labour specifically approved by the engineer.

\* As defined in Part C of the Project Specifications

The engineer may require certification by a registered professional auditor of the values reported.

#### Local Labour

"Local labour" are defined in Part C of the Project Specifications.

#### Youths

Youths are Local Labour between the ages of 15 and 35.

#### C3.3.1.3 QSE and EME Subcontractor work.

The contractor is expected to demonstrate to what extent he can meet the minimum requirements (See C3.3.1.5 hereafter).

In order to further assist the contractor to attain and exceed the minimum requirements stated in Clause C3.3.1.1 (a) above, the CLO and the employer's social facilitator (as defined in Part C of the Project Specifications) will provide the contractor with a list of local QSEs and ESEs.

Examples of some of the construction activities included in the works which are considered suitable to be undertaken by QSE and EME sub-contractors include:

- Supply of construction materials,
- Provision of traffic control facilities,
- Management of traffic control facilities and traffic safety as part of the accommodation of traffic,
- Erection and maintenance of the contractor's camp site,
- Removal of trees,
- Construction of concrete paving, kerbs and channels,
- Manufacture of pre-cast concrete elements,
- Construction of concrete walkways,
- Finishing off cut and fill slopes,
- Construction of minor concrete drainage elements such as side drains, catchpits, manholes, etc.
- Construction of side drains,
- Installation of stormwater pipes,
- Relocation/protection of services,
- Installation of subsoil drains,
- Cartage of materials,
- Cleaning out of pipe culvert inlet and outlet structures,
- Erection of temporary and permanent road signs,
- Erection of guardrails,
- Finishing of the road and road reserve,
- Construction of service roads.
- Stone pitching
- Landscaping

The contractor is encouraged to innovate and add additional activities.

#### C.3.3.1.4 Examples of Employment Creation

Key objectives of this contract are:

That Local Labourers that are employed during the course of the contract (as specified in Part C of the Project Specification), be permanently employed (i.e., for at least 230 person days).

That work on the project be performed in a way which will maximize employment through the utilization of labour intensive instead of mechanical intensive construction methods.

The following activities included in the works are examples of work considered as suitable for labour enhanced construction:

- Site establishment
- Clearing and grubbing in areas without trees
- Accommodation of Traffic
- Mixing of concrete/soilcrete for minor concrete works
- Laying of concrete block paving, kerbs and channels
- Excavations for minor concrete drainage structures and kerbing
- Construction of variable depth side drains (normal side drains are part of bulk earthworks)
- Excavation and backfilling of pipes and culverts
- Finishing of the road and road reserve
- Construction of subsoil drains
- Excavations for road signs
- Clearing the fence line and erection of fencing
- Brooming of slush on crushed stone bases
- Spreading of topsoil and application of fertilizers on areas for grassing
- Grass sodding.

The contractor is encouraged innovate and add additional activities.

Labour enhanced construction activities, shall be clearly identified by the contractor and approved by the engineer.

No variation in payment shall be made for labour enhanced work identified by the contractor.

C3.3.1.5 Demonstrating how the minimum Preferential Procurement requirements are to be achieved.

The contractor shall take cognisance of the minimum criteria and their contribution to the utilisation of employment creation. Within six (6) weeks after the commencement date he will be required to demonstrate how he proposes to achieve the minimum requirements in Clause C3.3.1 (a) and (b) above.

#### **C3.3.1.6 Penalties for failure to comply with the minimum requirements of Clause 3.3 Failure**

or refusal on the part of the contractor to take the necessary steps to ensure that the required Minimum Empowerment of Subcontractors and Females (MESF) is achieved, shall be sufficient cause for the engineer to deduct penalties as follows:

MESF Penalty = Tender sum (excluding CPA & VAT) x (required MESF% -actual MESF %)

Failure, or refusal on the part of the contractor to take the necessary steps to ensure that the required percentages of Minimum Employment Creation (MEC) are met, shall be sufficient cause for the Engineer to deduct penalties as follows:

MEC Penalty = Tender sum (excluding CPA & VAT) x (required MEC % - actual MEC %)

The penalty amounts shall be agreed between the contractor and the engineer. In the event that agreement of the penalties' amounts cannot be reached, the engineer's rule shall prevail.

The contractor agrees that the penalty amounts may be deducted from the contractor's payment certificates

No additional payment (negative discounts) will be applicable if the contractor exceeds the minimum requirements.

### C3.3.2 Compulsory training

Compulsory training shall be implemented for local Labour, QSE's and EME's by the contractor as specified in Part D of the Project Specifications.

Provisional sums are included in Section 1200 of the Bill of Quantities for accredited training providers. This sum will be spent at the sole discretion of the engineer in consultation with the employer.

The contractor will, inter alia be responsible for:

- Arranging Construction Education and Training Authority (CETA) approved courses (Payment being by way of the Provisional Sum allowances in the Bill of Quantities).

- Payment of trainees' wages during training (the contractor will be reimbursed for these wages by way of the Provisional Sum allowances in the Bill of Quantities)

- Provision of training facilities and, if required, transport to the training, venue; (Payment to the contractor being included in the contractor's General obligations as specified in section 1300 of the Project Specifications).

The attendance and completion of each course by selected individuals must be CETA certified, and copies of such certificates must be submitted to the engineer.

No additional payment shall be made for informal training.

## C3.3.2 SUBCONTRACTING

### C3.3.2.1 Scope of mandatory subcontract works

The following portions of the works shall be subcontracted to CIDB registered Contractors in accordance with the subcontracting procedures described hereunder.

Competitive tenders shall be invited in each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (Select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

### C.3.3.2.2 Preferred subcontractors / suppliers

Preference should be granted to the employment of local competent subcontractors in order to encourage local skills development and experience. The resource of materials or supplies should be preferably sourced locally unless the items are specialized.

### **C3.3.2.3 Subcontracting procedures**

Portions of the works shall be subcontracted to CIDB registered contractors in Accordance with the subcontracting procedures described hereunder.

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC Series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General Conditions of subcontract ( 2003 edition ) ( select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall immediately enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

### **C3.4 CONSTRUCTION**

#### **C3.4.1 STANDARD SPECIFICATIONS** The following

specifications shall apply for the construction of the Works.

- (a) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies from the South African Institution of Civil Engineers.

|                       |                    |                                   |
|-----------------------|--------------------|-----------------------------------|
| SAICE                 |                    | Tel : (011) 805-5947              |
| SAICE House           | / Postnet Suite 81 | Fax : (011) 805-5971              |
| Block 19              | / Private Bag X65  |                                   |
| Thornhill Office Park | / Halfwayhouse     | Contact Person : Angeline Aylward |
| Becker Street         | /                  | 1685                              |
| Vorna Valley X21      |                    |                                   |
| 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.

#### **C3.4.2 PROJECT SPECIFICATIONS: GENERAL**

These specifications shall address project specific matters such as:

Restrictions on construction

- Site usage
- Permits and wayleaves
- Confined areas

- Services
- Materials
- Traffic Volumes
- Drawings
- Site Establishment
  - Contractor and engineers camp
  - Security, etc
  - Water for construction
  - Power supply
  - Telkom Service
  - Other Services
  - Survey control
  - Notices, signs and advertisements

### **C3.4.3 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

#### **C3.4.3.1 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 2015. The corresponding clauses in the latter document pertaining to the reference in the COLTO Standard Specifications are listed in the table in Section 1100: Definitions and Terms

#### **C3.4.3.2 Particular Project Specifications**

The following specifications, in addition to the standard specification, apply:

|        |                                                      |
|--------|------------------------------------------------------|
| Part B | Matters relating to the COLTO Standard Specification |
| Part C | Employment of Local Labour                           |
| Part D | Provision of Compulsory Training                     |
| Part E | Health and Safety Specification                      |
| Part F | HIV AIDS Specification                               |

#### **C3.4.4 SPECIFIED MANAGEMENT REQUIREMENTS**

The requirements stated in the Management part of the contract shall be considered as further specified requirements of the contract.

## **PROJECT SPECIFICATIONS**

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

#### **PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials (COLTO), as amended, shall apply to this Contract. The amendments are those issued by COLTO and reproduced below, together with additional amendments as set out herein.

##### **1 STANDARD AMENDMENTS TO THE STANDARD SPECIFICATIONS ISSUED BY COLTO**

No amendments have been issued.

##### **2 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL 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 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 which 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.

**PROJECT SPECIFICATION REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS**

|                                                                                                                            |            |
|----------------------------------------------------------------------------------------------------------------------------|------------|
| <b>SECTION 1100: DEFINITIONS AND TERMS</b>                                                                                 | <b>169</b> |
| <b>SECTION 1200: general requirements and provisions</b>                                                                   | <b>170</b> |
| <b>SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE<br/>PERSONNEL</b>                               | <b>177</b> |
| <b>SECTION B1800: DAYWORKS AND HIRE OF CONSTRUCTION EQUIPMENT</b>                                                          | <b>187</b> |
| <b>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND<br/>DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS</b> | <b>190</b> |
| <b>SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</b>                                                                    | <b>191</b> |
| <b>SECTION 5600: ROAD SIGNS</b>                                                                                            | <b>195</b> |
| <b>SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</b>                                            | <b>196</b> |
| <b>SECTION 8100: testing materials and workmanship</b>                                                                     | <b>197</b> |
| <b>SECTION B8200: QUALITY CONTROL (Scheme 1)</b>                                                                           | <b>201</b> |

## SECTION 1100: DEFINITIONS AND TERMS

### B1115 GENERAL CONDITIONS OF CONTRACT

*Replace Clause 1115 with the following:*

The General Conditions applicable to this Contract are the General Conditions of Contract for Construction Works, 2015, Third Edition, (GCC 2015).

Accordingly, all reference in the Standard Specifications to any other General Conditions of Contract (GCC) has to be amended. The Standard Specifications have been scrutinised and clauses, which refer to another GCC, identified. These are tabulated below together with the relevant equivalent clause in the GCC 2015 Conditions of Contract. The context of the reference to the GCC is also noted.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the GCC 2015 Conditions of Contract for Construction, as amended by the Special Conditions of Contract in Section C1.2 of this Volume, shall apply and the contractor shall be responsible for interpretation of the equivalent clause.

#### CHANGES TO ALL REFERENCES BY THE COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND 2015 GENERAL CONDITIONS (GCC2015\*)

| COLTO<br>Standard Specification |         | COLTO<br>General Conditions of Contract 1998 (GCC) |                                                                 | GCC2015<br>General Conditions of Contract for<br>Construction Works, 2015 |                                         |
|---------------------------------|---------|----------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------|
| Clause No                       | Page No | Cl. No                                             | Description or Reference                                        | Cl. No                                                                    | Description or Reference                |
| 1115                            | 1100-2  |                                                    | Definition of applicable GCC and special conditions of contract |                                                                           | GCC2015 together with project documents |
| 1204                            | 1200-2  | 15                                                 | Construction programme                                          | 5.6.1                                                                     | Construction programme                  |
| 1204                            | 1200-2  |                                                    | General reference to GCC                                        |                                                                           | GCC 2015, as applicable                 |
| 1206                            | 1200-3  | 14                                                 | Setting out of works                                            | 5.4                                                                       |                                         |
| 1209(a)                         | 1200-4  |                                                    | General references to GCC                                       |                                                                           | GCC 2015, as applicable                 |
| 1209(e)                         | 1200-5  | 52(2)                                              | Valuation of material brought onto site                         | 6.10.2                                                                    | Valuation of material brought onto site |
| 1210                            | 1200-5  | 54                                                 | Certificate of practical completion                             | 5.14.4                                                                    | Certificate of practical completion     |
| 1212(1)                         | 1200-7  | 49(2)                                              | Cost of checking alternative designs                            |                                                                           |                                         |
| 1215                            | 1200-9  | 45                                                 | Extension of time for completion due to abnormal rainfall.      | 5.12                                                                      | Extension of time for completion        |
| 1217                            | 1200-10 | 35                                                 | Care of the works                                               | 8.2                                                                       | Care of the works                       |
| 1303(ii)                        | 1300-1  |                                                    | General reference to GCC                                        |                                                                           | GCC 2015, as applicable                 |
| 1303(iii)                       | 1300-1  | 49                                                 | Price adjustment Item 13.01 (a)                                 | 6.11                                                                      | Variations exceeding 15%                |
| 1303 (iii)                      | 1300-2  | 49                                                 | Price adjustment Item 13.01 (b)                                 | 6.11                                                                      | Variations exceeding 15%                |
| 1303 (iii)                      | 1300-1  | 53                                                 | Variations exceeding 20%                                        | 6.11                                                                      | Variations exceeding 15%                |
| 1303 (iii)                      | 1300-2  | 53                                                 | Variations exceeding 20%                                        | 6.11                                                                      | Variations exceeding 15%                |
| 1303                            | 1300-2  | 12                                                 | Payment Item 13.01 (c)                                          | 1.5.2                                                                     | Commencement Date                       |
| 1303                            | 1300-2  | 49                                                 | Payment of Item 13.01 (c) Time Related Obligations              | 6.11                                                                      | Variations exceeding 15%                |
| 1403(c) (ii)                    | 1400-4  | 40                                                 | Variation for rented accommodation                              | 6.4                                                                       | Valuations of Variations                |

| COLTO<br>Standard Specification |            | COLTO<br>General Conditions of Contract 1998 (GCC) |                                                                  | GCC2015<br>General Conditions of Contract for<br>Construction Works, 2015 |                                                   |
|---------------------------------|------------|----------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------|
| Clause<br>No                    | Page<br>No | Cl.<br>No                                          | Description or Reference                                         | Cl.<br>No                                                                 | Description or Reference                          |
| 1505                            | 1500-3     | 40                                                 | Payment for damage caused by temporary drainage                  | 6.4                                                                       | Valuations of Variations                          |
| Item 15.08                      | 1500-8     | 48                                                 | Payment of Provisional Sum                                       | 6.6                                                                       | Provisional and Prime Cost Sums                   |
| Item 15.09                      | 1500/8     | 48                                                 | Payment of Provisional Sum                                       | 6.6                                                                       | Provisional and Prime Cost Sums                   |
| Item 15.11                      | 1500-8     | 48                                                 | Payment of Provisional Sum                                       | 6.6                                                                       | Provisional and Prime Cost Sums                   |
| Note (2)                        | 3100-4     | 40                                                 | Payment for prospecting for materials                            | 6.4                                                                       | Valuations of Variations                          |
| 3204(b) (iii)                   | 3200-2     | 40                                                 | Determining Compensation for varied methods and equipment        | 6.4                                                                       | Valuations of Variations                          |
| 3303(b)                         | 3300-2     | 2                                                  | Engineer's decisions, with reference to materials classification | 3                                                                         | Engineer and Engineer's Representative            |
| Item 44.06                      | 4400-3     |                                                    | General reference to GCC, PC Sums                                | 6.6                                                                       | Provisional and Prime Cost Sums                   |
| Item 45.06                      | 4500-3     |                                                    | General reference to GCC, PC Sums                                | 6.6                                                                       | Provisional and Prime Cost Sums                   |
| 5803 (c)                        | 5800-3     | 40                                                 | Variation, for landscaping                                       | 6.4                                                                       | Valuations of Variations                          |
| 5805 (d)                        | 5800-4     | 40                                                 | Variation, for grassing                                          | 6.4                                                                       | Valuations of Variations                          |
| Item 58.10                      | 5800-10    | 48                                                 | Payment for Extra Work                                           | 6.6                                                                       | Provisional and Prime Cost Sums                   |
| 8103 (c )                       | 8100-1     | 40                                                 | Testing materials                                                | 6.9                                                                       | Materials, Workmanship and Construction Equipment |
|                                 |            |                                                    | Valuation of Variations                                          | 6.4                                                                       | Valuations of Variations                          |
| Item 81.02                      | 8100-26    |                                                    | General reference to GCC, Provisional Sums                       | 6.6                                                                       | Provisional and Prime Cost Sums                   |
| Item 81.03                      | 8100-26    | 22                                                 | Removal of Test Equipment and Clearance of Site on Completion    | 5.15                                                                      | Clearance of Site                                 |

## SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

### B1204 PROGRAMME OF WORK

#### (a) General requirements

*Add the following as a continuation of the first paragraph:*

"In drawing up the programme the contractor shall make allowance for the fo

- (i) All special non-working days defined in C1.4 Contract Data.
- ( i i ) The expected delays defined in B1215: Extension of time resulting from inclement weather.
- ( i i i ) The construction sequences and accommodation of traffic.
- (iv) Lengthening and repair of drainage structures.
- ( v ) Traffic constraints through the bridge structure on the single carriageway section.
- ( v i ) Survey of the road centre line levels.

*Add the following subclause:*

**“(c) Programme revisions**

The programme will be reviewed at the scheduled site meetings at which the contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. The contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that may have fallen behind. The engineer may request from the contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen (14) days of the request

**B1205 WORKMANSHIP AND QUALITY CONTROL**

*Add the following after the title:*

“The contractor shall implement a quality assurance system in accordance with ISO 9002 and appoint a quality manager who shall ensure that members of the contractor’s staff comply with the requirements of the quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the contractor.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the engineer approves the quality plan”.

*Delete the second, third and fourth paragraphs and replace with the following:*

“The contractor shall submit the quality assurance system he proposes using to the engineer, for his approval, within two weeks of the site handover. Once accepted by the engineer the contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be

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

*Delete the first portion of the first paragraph up to the words of “ ..., and he”. The paragraph shall start “The contractor shall comply with all legal....”*

*Delete “and of clause 14 of the general conditions of contract” in the sixth paragraph*

*Add the following paragraphs:*

“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 the contractor’s responsibility and included in the tender rates”.

“The contractor shall use appropriate methods for setting out the works to be constructed by labour-based methods. This may include the use of special templates and sight rails and other suitable implements, which will assist the labourers in constructing the works to the required lines, levels and standards. The cost of these implements and additional setting-out procedures shall be included in the rates for the works items and no separate payment will be made for them.”

**B1207 NOTICES, SIGNS AND ADVERTISEMENTS**

*Add the following to this clause:*

“All of the notice boards that are required in terms of clause 1207, are shown in Volume 4.”

## **B1208 MEASUREMENTS**

### **(a) Measurement of Completed Work**

*Add the following:*

- '(v) The actual authorised quantities of application or mix proportion of materials such as bituminous binders, aggregates, mineral fillers, paint, etc., shall be measured and paid for irrespective of allowed variations from nominal mix proportions or prescribed, portions. Any unauthorised increase in rates of application or mix proportions above those specified, shall however not be paid for.

The Engineer may also reject any work outright where the actual rate of application of the aforementioned is not within the specified limits and this work shall be rectified or reconstructed at the Contractor's expense.'

## **B1209 PAYMENT**

### **(e) Materials on the site**

*Add the following:*

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

- the site selected for this purpose is approved by the engineer;
- such land is physically separated from any production plant or operation;
- only materials for use under this contract are stockpiled on such land, and
- the contractor has provided proof of an agreement with the owner of such land that the owner has no objection to using the land for these purposes and has no claim whatsoever on any materials stockpiled on such land."

*Add the following subclause:*

### **“(g) Value Added Tax (VAT)”**

No value added tax shall be included in the contractor's tendered rates or amounts."

## **B1211 TRAFFIC OVER COMPLETED PAVEMENT LAYERS**

*Add the following:*

"It is a requirement of the contract that at least one traffic lane per direction of the road shall be open to traffic at all times, and it will be necessary to traffic completed sections of work as soon as practicable. The contractor shall take due account of this in his programme of work and daily programming. Any repairs to damage arising from this action will be to the contractor's account."

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

*Add the following:*

"Extension of time resulting from abnormal rainfall or other forms of inclement weather shall be calculated according to the requirements of Method ii (critical-path method). The value of "n" as specified in this clause

shall be taken as three (3) working days per calendar month from November to March and two (2) working days per calendar month for the remainder of the year, of the specified time for completion of the contract. If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the n-value of these days, as allowed for in the programme of works shall not be taken as accumulating over the contract period

**B1216 INFORMATION FURNISHED BY THE EMPLOYER**

*Add the following after the second paragraph:*

"Drawings and quantities regarding the distribution and extent of work items were compiled and calculated to the best of the engineer's knowledge and available information at the time of the design and could be subject to variations at the construction stage. Such variations shall, however, not form grounds for a claim by the contractor in terms of subclause 6.3: Variations of the General Conditions of Contract."

**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:*

"(h) Prior to the start of any excavation on any part of the works, the contractor shall submit to the engineer for approval a method statement for the execution of that part of the work. The contractor is responsible for the protection of the underlying pavement layers and the drying out and/or keeping dry of such excavations. The contractor's programme shall make provision for the speedy backfilling of the excavations and the drainage thereof if inundation cannot be prevented.

The contractor shall, at his own cost, be responsible for the repair of pavement layers which have been damaged due to his own works or his neglect to submit his planning to the engineer for  
I or to adhere to approved precautionary measures."

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

*Add the following:*

"The total length of the road reserve will be handed over to the contractor at the start of the contract period."

*Add the following new Sections:*

**B1230 TRAINING (PART D: PROVISION OF COMPULSORY TRAINING)**

*Add the following to D06: Measurement and Payment:*

**"D06.03 Training Programme**

***The contractor shall submit a training programme and training content to the engineer for approval as soon as possible after commencement of the project. The training shall include relevant content based on the three categories of:***

***Entrepreneurial training***

***Engineering training***

***Generic training***

***The contractor shall also submit a proposed venue for approval by the engineer.***

***The contractor shall also provide for the required stationary, transport and compensation to the labourers for the duration of the training.***

*All Aspects of Training, including the contractor's cost, shall be paid for under item B12.01*

**Contractor's Obligation in respect of Training**

*Add the following clause:*

**B1231 SECURITY**

**Security of contractor's plant and personnel**

The tenderer shall note that, notwithstanding the insurances effected by the contractor, the contractor shall be responsible for the effecting of safety and security of plant and personnel on and around the site of the works, and that no claims in this regard will be entertained by the employer. “

Contractors are expected to use common sense and good judgment in assessing their security requirements. Under no circumstances will additional payment be made for items such as security fencing, e.g. razor coil wire, mobile radios, control of persons entering the site camp(s), day and night watchmen, armed guards on pay days, control on stockpiles of materials and fuel, or any other measures normally associated with the provision and maintenance of security on site.

Security arrangements will be deemed to be included in the amount tendered for in Items 13.01(a) and 13.01(c).

**B1232 DRAWINGS**

The drawings shall remain in the sole custody of the Engineer, but one electronic copy shall be furnished to the Contractor free of charge. The Contractor shall, at his own expense, produce therefrom all further prints required for the Construction of the Works. At the completion of the Contract, the Contractor shall return to the Engineer all prints provided and produced during the Contract period.

One full size set of prints of the drawings shall be kept by the Contractor on the Site and these shall at all reasonable times be available for inspection and use by the Engineer and his representative, or by any other persons so authorised by the Engineer in writing.

The drawings shall not be used by the Contractor for any purpose other than the execution of the works.

All \_\_\_\_\_ in the possession of the Contractor which is required by the Engineer's representative for the \_\_\_\_\_ of “as-built” drawings shall be submitted to the Engineer's representative before a completion certificate is issued.

Only figured dimensions on the drawings shall be used, and drawings shall not be scaled. The Engineer shall supply and figured dimensions which have been omitted from the drawings.

Additional drawings may be issued as necessary to the Contractor by the Engineer from time to time during the progress of the works. The Contractor shall timeously notify the Engineer of the priority in which drawings and details are required.

**B1233 MEASUREMENT AND PAYMENT**

I t e m Unit

B12.01 Contractor's obligations in respect of Training

PC Sum

The PC Sum shall cover the cost of all training provided by the contractor's subcontractor for training. This sum shall also include for a venue, transport, stationary, wages and all other incidentals required to provide the training as approved by the engineer.

Add the following pay items:

| <i><b>"Item</b></i> | <i><b>Unit</b></i>                             |
|---------------------|------------------------------------------------|
| <b>B12.02</b>       | <b>Other Payments</b>                          |
| (a)                 | Miscellaneous payments                         |
| (i)                 | Topographical surveys                          |
|                     | Provisional sum                                |
| (b)                 | Handling cost in respect of subitem B12.02 (a) |
|                     | Percentage (%)                                 |

The provisional sum allowed for miscellaneous payments which shall be expended in accordance with Clause 45 of the General Conditions of Contract."

| <i><b>"Item</b></i> | <i><b>Unit</b></i>                                                      |
|---------------------|-------------------------------------------------------------------------|
| <b>B12.03</b>       | <b>Excavation for the exposing of, or searching of services:</b>        |
|                     | Excavation of material in the following depth ranges below ground level |
| ( a )               | 0m up to 2m                                                             |
| (i)                 | Soft material                                                           |
|                     | cubic metre (m <sup>3</sup> )                                           |
| (ii)                | Hard material                                                           |
|                     | cubic metre (m <sup>3</sup> )                                           |

Measurement and payment shall be in accordance with Item 22.01. Classification of excavation material shall be in terms of Clause 2105 of the specification."

Backfilling will be measured under Item 22.02.

| <i><b>Item</b></i> | <i><b>Unit</b></i>                      |
|--------------------|-----------------------------------------|
| <b>B12.04</b>      | <b>Level survey of road centre line</b> |
|                    | kilometre (km)                          |

The unit of measure shall be the kilometre of road centre line which is surveyed and for which the levels on the left and right hand side have been determined in accordance with Section B1234. The tendered rate shall include for all calculations and incidentals necessary to provide the engineer with the existing centre line levels at 20m intervals as well as the levels along the road edge.

Add the following clause:

#### **"B1234 ROAD LEVELS**

Where the existing road levels will be retained, raised or lowered slightly, the contractor shall establish the existing centre line levels of the road carriageway at 20m intervals within 4 weeks of commencement of the project. He shall then determine the road edge levels using the existing camber, existing cross-fall or super elevation, whichever is applicable. The centre line and road edge levels shall be forwarded to the engineer for assessment adjustment to compensate reworking/reconstruction of the pavement layers and provision of final road levels prior to any milling or reconstruction of the road or carriageway.

Payment for the survey shall be made under Section 1200 and shall include the determination of the levels on the edge of the road and the submission thereof to the engineer."

**1 3 0 0 : CONTRACTOR'S ESTABLISHMENT O N SITE A N D GENERAL OBLIGATIONS**

**B1302 GENERAL REQUIREMENTS**

**(a) Camps, construction plant and testing facilities**

*Add the following to this clause:*

"The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours.

The contractor shall be responsible for the security of his personnel, construction plant on and around the site of the works, and of his camp. The cost of this will be deemed to be included in item 13.01.

The contractor's offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the engineer's offices and laboratory. The entire area shall be fenced with a minimum of 1,8m height razor taped mesh. The contractor's offices, laboratory and stores and engineer's offices and laboratory shall be provided with sufficient perimeter lighting.

The contractor shall provide security guards from a reputable security company for protection of the engineer's offices and laboratory. The security guards must be provided with a two way radio and be in constant contact with the control room of the security company and an armed response unit. The security guards must be armed and accompanied by trained guard dogs. Payment for the above shall be included in item 13.01.

The contractor shall provide at each work site at least one portable chemical latrine unit per 10 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. The contractor shall move them to the required positions, and finally remove them, on completion of the works, all to the satisfaction of the Health Department of the relevant authority. Toilets must be screened from public view and their use shall be enforced. No separate payment shall be made for this requirement and payment shall be deemed to be included in the rates tendered for the contractor's time-related

**B1303 PAYMENT** *Add the following sub*

*item:*

| "Item                                                                                 | Unit     |
|---------------------------------------------------------------------------------------|----------|
| (d) Time related obligations for approved extension of time due to inclement weather. | Days (d) |

The tendered rate shall be as specified for sub item 3.0 (c)".

*In subsection (iii)(3) paragraph 8 change "from the date on which plus" to "the commencement date until the end of the period for completion of the works, plus..."*

*Add the following to pay item B13.01:*

"The combined total tendered for sub items B13.01 (a), (b) and (c) shall not exceed 15% of the tendered sum, excluding VAT. The rate tendered for sub item 13.01(d) shall not differ by more than 5% from the rate tendered for in sub item B13.01(c) divided by 22."

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

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

###### **(a) General Add the following:**

"It is a requirement of the contract that the offices for the engineer's supervisory staff shall be supplied with approved burglar proofing, the cost of which shall be included in the relevant tendered rates.

*Add the following new paragraph at the end of this clause:*

The offices and laboratory shall be fenced with security fencing and provided with approved burglar proofing, the cost of which shall be included in the relevant tendered rates. The contractor's offices and laboratory, and the entire area

(laboratories and to ensure the general security of offices and laboratories.'

*Replace sub-subclause (xii) with the following:*

"A complete telephone service together with fax equipment shall be provided. The cost of telephone calls and fax transmissions are included in the prime cost sum for the provision of the telephone service".

*Add the following:*

Steel plan cabinets which are able to accommodate AO plans hung from the narrow side.

(xvii) Microwave oven with a minimum capacity of 30 litres.

(xxii) Computers and printers

The computers shall have, as a minimum, Windows 7 installed together with Microsoft Office 2015.

The printers shall be a high speed colour printer capable of printing A3 size prints. It shall also have the ability to scan and copy.

###### **(c) Laboratories**

*In the second paragraph, second line substitute with*

"figures included in the project

*Delete (xvi) and replace with:*

(g) uninterrupted power supply (UPS) units shall be supplied for all electronic equipment."

*Add the following:*

Two separate ablution units are required on site. Each unit shall contain at least a wash-hand basin, flush toilet, urinal, shower unit and the necessary accessories.

Two separate ablution units are re

Both ablution units shall be provided with hot and cold water.

The towels shall be replaced with clean towels every second day and soap and other toiletries supplied as necessary.

One of the units shall contain a lockable clothing cupboard for at least eight employees. The other unit shall contain a lockable clothing cupboard for at least three employees.

The ablution units shall each have an interior floor area of at least 10m<sup>2</sup> and a 1,5m wide veranda on one side with a 100mm concrete floor.

The tendered rate under Item B14.01(e) shall include full compensation for the supply, erection and maintenance of the complete units as specified."

*Add the following subclauses:*

**“(i) Kitchen units**

The contractor shall provide two kitchen units with minimum interior floor area of 12m<sup>2</sup>, a 1,5m wide veranda on one side with a 100 mm thick concrete floor in the vicinity of the offices.

The unit shall contain at least two opening windows, a lockable door, a three-plate electrical stove with oven, a steel framed formica topped table (0,6 m x 1,2 m), four steel framed bar or kitchen stools, a lockable refrigerator of one hundred and fifty litres capacity, a kitchen sink supplied with clean hot and cold potable water, a drain board coupled to a suitable drainage system and a lockable steel grocery cupboard.

**B1403 HOUSING**

**(c) Rented accommodation**

*Add the following:*

"The engineer will arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of rent shall be made under the Provisional Sum in subitem 14.07(a) and shall be expended on a monthly basis as ordered by the engineer."

**B1404 SERVICES**

**(b) Water, electricity and gas**

*Add the following:*

The power supply shall be regulated by suitable UPS units in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related electronic equipment during power surges. In the event of damage to the office and laboratory equipment and related electronic equipment because of a faulty voltage, the contractor shall be liable for payment of all repair or replacement costs of such damaged items.

**B1406 MEASUREMENT AND PAYMENT**

*Change the unit of measurement of item 14.01(e) to number and renumber as follows:*

| “Item         |            | Unit                  |               |
|---------------|------------|-----------------------|---------------|
| <b>B14.01</b> | <b>(e)</b> | <b>Ablution units</b> | number (No.)” |

*Add the following sub item to item 14.01:*

**"B14.01 (g) Kitchen units number (No.)**

The unit of measurement and payment shall be the authorized number of units erected, complete and in accordance with the specifications and together with all items as specified in Clause B1402.

The tendered rate shall include full compensation for the supply and erection of units, accessories, furniture, etc. as specified and for the proper maintenance, cleaning and provision of daily requirements."

**B14.03 Office and laboratory fittings, installations and equipment**

**( a ) Items measured by number**

*Add the following new sub-items:*

| <b>'Item</b>                                                       | <b>Unit</b> |
|--------------------------------------------------------------------|-------------|
| (xix) Steel plan cabinets                                          | Number (No) |
| (xx) Microwave oven 30litre                                        | Number (No) |
| (xxi) Supply of computer equipment                                 |             |
| (1) Computer                                                       | Number (No) |
| (2) Printer/fax/copier                                             | Number (No) |
| (3) Supply of ink, paper and other consumables                     | Month       |
| (xxii) Flood lights complete with poles and 500watt minimum globes | Number (No) |
| (xxiii) Uninterrupted power supply units                           | Number (No) |

The tendered rate shall be full compensation for providing all the equipment specified and all maintenance repairs to ensure that the equipment is maintained in fully serviceable condition. In addition the equipment shall be provided with ink/toner, paper and other consumables as required on a monthly basis.

**Prime-Cost items and items paid for in a lump sum**

*Add to (b) (i) the following:*

"Included, is the payment of rental and calls made by cell phone by the Engineer and his staff in the of their duties in respect of the contract administration."

*Amend pay item "B14.03(b)(v) The provision of a fax apparatus as specified" to read "B14.03(b)(v) Provision of a fax, scanner, copier apparatus."*

**1500: ACCOMMODATION OF TRAFFIC**

**B1501 SCOPE**

*Add the following:*

is a condition of this contract that traffic accommodation is in accordance with the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers Arma Steyn Tel: (012) 334 4500 e-mail: asteyn@print.pwv.gov.za.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

## **B1502 GENERAL REQUIREMENTS**

*Insert the following:*

"The whole of the site will be handed over to the contractor at the beginning of the contract. The sequence in which various parts of the site may be occupied by the contractor for the execution of the different items of work shall be subject to the requirements of the contract documents regarding, inter alia, working hours and the number, spacing and length of the work areas which may be occupied at any particular time.

The contractor shall programme his work taking due cognizance of restrictive conditions indicated in Clause B1204. The contractor's tendered rates shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment as a result of this *modus operandi* will be considered. The contractor shall in particular note that no additional compensation shall be made for work that could be considered as half-width construction."

### **( a ) Safety**

*Add the following:*

The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

### **(f) Approval of temporary deviations**

*Add the following:*

, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the engineer for his approval."

### **(i) Traffic Safety Officer**

*Add the following to the end of the second paragraph:*

"The contractor shall submit a CV of the candidate to the engineer for a approval before the candidate is appointed as the traffic safety officer."

*Insert the following as the opening phrase to sub-subclause (i)*

make himself available to discuss road safety and traffic accommodation matters whenever required by the engineer and shall be responsible

*Delete sub-subclauses (ii) and (iii) and replace with the following:*

"(ii) Record on neat and dimensioned sketches and submit to the engineer the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the engineer.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

(iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the engineer such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed."

*Add the following sub-subclauses:*

- “(ix) The traffic safety officer shall be equipped with a cellular telephone and digital camera, and shall have a vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non-working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor’s site agent. The traffic safety vehicle shall be a truck with a capacity of 3 tons and shall be equipped with a high visibility rear panel in accordance with the requirements of the SARTSM. The words TRAFFIC CONTROL shall be written on a warning sign in highly legible letters, not less than 150 mm high, and the sign shall be mounted on the vehicle at least 1,5 m above ground level. The proposed sign and letter dimensions shall be submitted to the engineer for his approval.

The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100 W. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor's establishment on site.

- (x) Ensure that all obstructions related to the contractor’s activities be removed before nightfall where applicable as instructed by the engineer and that the roads are safe for night traffic.
- (xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502 (i), also be responsible for the removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.
- (xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant

*Add the following subclauses:*

**“(j) Site Personnel**

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

**(k) Failure to comply with provisions**

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R20, 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition a time-related penalty of R1, 500.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.”

## **B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

*Replace the first sentence of the first paragraph with the following:*

"The shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

*Replace the third paragraph with the following:*

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the engineer shall not be departed from without prior approval of the engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the engineer where deemed necessary to accommodate local site geometry and traffic

### **(b) Road signs and barricades**

*Add the following:*

"The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B 0."

### **( c ) Channelisation devices and barricades**

*Add the following:*

The use of drums as channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub clause 1503(d).

Delineators shall:

- (i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- ( i v ) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m<sup>2</sup> and ballasted by sandbags with sand;

( v ) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

**(e) Warning devices**

*Add the following:*

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

**(i) Vehicle mounted flashing lights**

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

**(ii) Sign mounted flashing lights**

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness."

*Add the following sub clauses:*

**“(f) Other traffic control measures ordered by the engineer**

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

**(g) Flagmen**

During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator, one flagman at the 80 km/h sign and a second roving flagman to indicate to the traffic at the end of the queue to stop. At night time, if required, only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. This flagman shall be provided at the 80-km/h sign to warn the traffic about the closure. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and / or fluorescent panels in red, yellow and / or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site. Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.

The payment of flagmen shall be deemed to be included in the respective pay items where they are required as shown on the drawings, specified or shown in the SARTSM Manual. Only flagmen **specifically** ordered by the engineer shall be paid for separately.

#### **B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS**

Traffic accommodation shall be by means of half width. At least one lane of traffic shall be permitted at all times through closures and dual carriageway sections and at least one direction of traffic on single carriageway sections.

Closures for work on the traffic lanes shall not exceed 4 kms in length. At most 3 closures will be permitted, provided there is a 6 km interval. Adjacent closures on carriageways will be allowed but only on instruction by the engineer. Unlimited shoulder closures are permitted, provided that bi-directional or two lanes of traffic is guaranteed.

#### **B1517 MEASUREMENT AND PAYMENT**

*Amend item 15.01 to read as follows:*

| <b>"Item</b>                                                              | <b>Unit</b>    |
|---------------------------------------------------------------------------|----------------|
| <b>B15.01 Accommodating traffic and maintaining temporary deviations:</b> |                |
| (a) Dual carriageway                                                      | kilometre (km) |
| (b) Single carriageway                                                    | kilometre (km) |

*Replace the first paragraph with the following:*

The unit of measurement shall be the kilometre, measured along the centre lines of the road and the number of cross roads where work is carried out. Accommodation of traffic shall be measured once only, that is no separate payments shall be made for lane and shoulder rehabilitation, slurry, reseal, asphalt overlay, side drains, etc. Only the net distance of the road shall be measured and overlapping distances during staged rehabilitation or construction shall not be measured. Accommodation of traffic at intersections shall be deemed to be included in the net distance measured.

In the second paragraph, replace the comma after "deviations" at the start of the third line with a full stop and delete the remainder of this first sentence. Also delete the whole of the second sentence, which refers to compensation for the traffic safety officer.

In the third paragraph second sentence insert "ll stop after "use" and delete the remainder of the sentence."

| <b>"Item</b>                                       | <b>Unit</b> |
|----------------------------------------------------|-------------|
| <b>B15.03 Temporary traffic control facilities</b> |             |

*Add the following:*

“(a) Flagmen

man-day

The unit of measurement shall be 11 day and night worked by flagmen as ordered by the engineer. A man-day shall be deemed to comprise of three eight hour shifts in a twenty four hour period. Three shifts of eight hours per flagman equates to one man-day. Shorter single portion shifts (6 to 10 hours) shall be measured as a half man-day. Flagmen included as part of other traffic control items shall not be measured under this item

Add the following subitem:

“(n) Other traffic control measures ordered by the engineer:

- |                                                                     |                        |
|---------------------------------------------------------------------|------------------------|
| (i) Provision of other traffic control measures                     | Provisional (Prov Sum) |
| (ii) Handling costs and profit in respect of subitem B15.03 (n) (i) | Percentage (%)         |

Expenditure under this item shall be made in accordance with the general conditions of contract, Subclause 13.5, for the supply and installation of any additional signs or other traffic control measure ordered by the engineer in accordance with clause B1503(g).

The tendered percentage is a percentage of the actual amount spent under subitem B15.03 (n)(i), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing other signs and traffic control measures ordered by the engineer.”

**B15.04 Relocation of traffic control facilities:**

Replace the first paragraph with the following:

Except for the movement of barriers no payment for this item shall be made under this contract. All costs related to relocation of traffic control facilities shall be deemed to be included in the other pay items in this section

Amend pay item 15.10 as follows:

| Item                                                                                | Unit           |
|-------------------------------------------------------------------------------------|----------------|
| <b>B15.10 Accommodation of traffic where the road is constructed in half-widths</b> |                |
| (a) Single carriageway                                                              | kilometre (km) |
| (b) Dual carriageway                                                                | kilometre (km) |

Amend item 15.11 to read as follows:

**B15.11 Traffic control devices**

- |                                                  |             |
|--------------------------------------------------|-------------|
| (a) Providing signalised traffic control devices | number (No) |
|--------------------------------------------------|-------------|

The unit of measurement shall be the number of signal sets provided where a set is deemed to be 2 (two) signalised facilities, one at each end of a closure. The tendered rate shall include full compensation for the provision of complete sets of signalised traffic control devices as specified.

75% of the rate offered will be payable when the sets have been provided on site ready for use and 25% when finally removed from the site.

- |                                                  |            |
|--------------------------------------------------|------------|
| (b) Operating signalised traffic control devices | month sets |
|--------------------------------------------------|------------|

The unit of measurement shall be the month set or part thereof that the signalised traffic control device is operated.

The tendered rate shall include full compensation for all costs necessary to operate and maintain the signalised traffic control devices in full working order for 24 hours per day in compliance with the specification and shall include for 2 (two) operators per shift. Also included in the tendered rate shall be the cost of operation the communication system between the traffic control devices.”

*Add the following pay items:*

| “Item                                                 | Unit        |
|-------------------------------------------------------|-------------|
| <b>“B15.14 Amber flashing lights mounted on signs</b> | number (No) |

The tendered lump sum shall include full compensation to provide, erect, operate and maintain two amber flashing lights per sign at each end of the traffic accommodation sections. It shall also include the provision of power to operate the lights, replacing bulbs as required and keeping the lenses clean and visible.”

**“B15.15 Provision of traffic safety equipment for use by the engineer**

|                                              |             |
|----------------------------------------------|-------------|
| (a) Safety jackets                           | number (No) |
| (b) Amber flashing lights with magnetic base | number (No) |

The unit of measurement shall be the number of each item provided as specified, and approved by the engineer.

The tendered rates for the various safety items shall include full compensation for provision thereof and maintenance in good working order.”

| “Item                                | Unit  |
|--------------------------------------|-------|
| <b>B15.16 Traffic safety officer</b> | Month |

The unit of measurement shall be the period in months that the approved traffic safety office is employed.

The tendered rate per month shall include full compensation for the cost of the traffic safety officer to conduct his duties as specified in subclauses B1502 (i).

**B15.17 Penalties**

|                                  |             |
|----------------------------------|-------------|
| (a) Fixed penalty per occurrence | number (No) |
| (b) Time related penalty         | hour (h)    |

In sub item B15.17(a) a fixed penalty of R20 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition in sub item B15.17 (b), a time-related penalty of R1 500.00 per hour over and above the fixed penalty in sub-item B15.17 (a) shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within reasonable time after the engineer has given an instruction to this effect. The engineer’s instruction shall state the time in hours for re -instatement of the defects. Should the contractor fail to adhere to the instruction, the time- related penalty will be applied from the time the instruction was given.”

**1600: overhaul**

**B1602 DEFINITIONS**

**(a) Overhaul material**

*Add the following sub-subclause:*

" ( v i i ) Any material, irrespective of the type of material, which is removed from the existing pavement layers and spoiled at designated spoil sites, or is re-used in other parts of the works or to approved stockpiles or from stockpiles to any part of the works".

**( b ) Overhaul**

*Replace the sub-clause with the following:*

"Overhaul shall not be payable on materials transported from commercial sources.

Payment shall only be made for material hauled in excess of 1 kilometre. Overhaul shall be measured as the product of the volume of material hauled and the overhauled distance .

**(d) Free-haul distance**

*Replace the last sentence with:*

"This distance shall be one (1) kilometre in the case of an overhaul

**B1603 MEASUREMENT AND PAYMENT**

*Amend item 16.02 as follows:*

| Item                                                        | Unit              |
|-------------------------------------------------------------|-------------------|
| <b>B16.02 Overhaul on material hauled in excess of 1 km</b> | m <sup>3</sup> km |

*Delete the first paragraph of the first set of notes.*

**B1800: DAYWORKS AND HIRE OF CONSTRUCTION EQUIPMENT**

*Add the following section to the standard specifications:*

**SECTION B1800: DAYWORKS AND HIRE OF CONSTRUCTION EQUIPMENT**

**Contents**

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| B1801 | SCOPE                   |
| B1802 | GENERAL REQUIREMENTS    |
| B1803 | MEASUREMENT AND PAYMENT |

## **B1801 SCOPE**

This section covers the listing of daywork items in accordance with the general conditions of contract clause 6.5, for the use in determining payment for work which cannot be quantified in specific units in the schedule of quantities, or work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the schedule of quantities.

## **B1802 GENERAL REQUIREMENTS**

Work will be classified as daywork only if the Engineer considers no other rate in the Bill of Quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under daywork in terms of Clause 37(2) of the General Conditions of Contract will be issued at the discretion of the Engineer. Some or all of the items priced under daywork in the Bill of Quantities may possibly not be required for this Contract.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of the work. Any long period of idling at any one time which in the opinion of the Engineer or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

## **B1803 MEASUREMENT AND PAYMENT**

| <b>Item</b>   |                                                     | <b>Unit</b> |
|---------------|-----------------------------------------------------|-------------|
| <b>B18.01</b> | <b>Personnel during project working hours</b>       |             |
| (a)           | Unskilled labour                                    | hour (hr)   |
| (b)           | Semi-skilled labour (Charge hand)                   | hour (hr)   |
| (c)           | Skilled labour (Artisan)                            | hour (hr)   |
| (d)           | Foreman                                             | hour (hr)   |
| (e)           | Surveyor                                            | hour (hr)   |
| <b>B18.02</b> | <b>Plant</b>                                        |             |
| (a)           | Trucks                                              |             |
| (i)           | Tip Truck 6m <sup>3</sup>                           | hour (hr)   |
| (ii)          | Tip Truck 10m <sup>3</sup>                          | hour (hr)   |
| (b)           | TLB tractor fitted with backactor and loader        |             |
| (i)           | Model 55kW power                                    | hour (hr)   |
| (ii)          | Model 70kW power                                    | hour (hr)   |
| (c)           | Rollers (Self-propelled or tractor to be included): |             |
| (i)           | Vibrating Roller (Min. 8t)                          | hour (hr)   |
| (ii)          | Heavy grid roller (Min. 12t)                        | hour (hr)   |
| (iii)         | 3 wheeled heavy steel static roller                 |             |

- |      |                                                                                           |           |
|------|-------------------------------------------------------------------------------------------|-----------|
| (iv) | Pneumatic Roller                                                                          |           |
| (d)  | Air compressor complete with all tools, drills, jackhammers, etc. (10m <sup>3</sup> /min) | hour (hr) |
| (e)  | Grader Cat 140G or equivalent                                                             | hour (hr) |
| (f)  | Water truck (9 000 litre)                                                                 | hour (hr) |

- |     |                                                   |           |
|-----|---------------------------------------------------|-----------|
| (g) | Crawler Excavator:                                |           |
| (i) | Min. 88 kW (Komatsu PC 200 or similar)            | hour (hr) |
| (h) | Flatbed truck with crane (10t)                    | hour (hr) |
| (i) | Compactors                                        |           |
| (i) | Pedestrian vibrating roller (Bomag 90 or similar) | hour (hr) |

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of plant or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or plant depart until return.

Prior to the commencement of any work by the labourers described under items B18.01, the contractor must obtain written consent from the engineer regarding the classification of all labourers in terms of "unskilled", semi-skilled" and "skilled" labourers.

The tendered rates for labour for items B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non - mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory operative and contingent cost, and profit, relating to the running of the plant.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

The rates shall be for the working hours of this contract.

| Item          |                                         | Unit            |
|---------------|-----------------------------------------|-----------------|
| <b>B18.03</b> | <b>Materials</b>                        |                 |
|               | (a) Materials                           | Provisional Sum |
|               | (b) Percentage on net cost of materials | percentage (%)  |

The prices for materials (excluding VAT) shall be based on the documented proof submitted to the Engineer in accordance with the General Conditions of Contract. The prices shall not be subject to the Contract Price Adjustment factor.

The tendered percentage as an on-cost on the net cost price of materials shall include full compensation for handling, overheads, profit, liabilities, obligations, risks, incidentals, wastage and other on-cost for the supply, delivery and distribution of materials for dayworks."

| Item          |                     | Unit           |
|---------------|---------------------|----------------|
| <b>B18.04</b> | <b>Transport</b>    |                |
|               | (a) LDV             | kilometre (km) |
|               | (b) Flatbed (8 ton) | kilometre (km) |

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

### **B2301 SCOPE**

*Add the following to this clause*

This section also covers the replacement of damaged concrete kerbing, channe and lining

### **B2304 CONSTRUCTION**

#### **(b) Prefabricated concrete kerbing and channelling**

*Add the following:*

All precast kerbs shall be provided with continuous in situ concrete backing (haunching), the cost of which shall be included in the tendered rate. Dimensions of the triangular-shaped (in cross-section) haunching shall be: if the difference in levels between the top of the kerb and the subbase on which the kerb is laid is  $h$ , then the height of the haunch is  $\frac{2}{3}h$  and the width of the haunch is  $h$ .

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

*Add the following:*

'Where new kerbing and channelling have to be laid in an existing surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be removed over the width and depth required to construct the new kerb and channel.

During the construction of the in situ channel, the contractor shall take care not to stain or damage the existing road surface.

*Add the following sub-clauses:*

#### **“(l) Shrinkage joints for cast in situ concrete work**

Cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.”

#### **“(m) Removal of existing kerb and channel**

Where indicated by the engineer, the existing kerb and channel shall be removed and transported to spoil as directed

### **B2307 MEASUREMENT AND PAYMENT**

*Edit pay Item B23.02 as follows:*

| Item                                                                        | Unit        |
|-----------------------------------------------------------------------------|-------------|
| “B23.02 Concrete kerbing-channelling<br>(cast in-situ concrete class 25/19) | combination |

The measurement and payment for item B23.02 (b) shall be as for item 23.04 (a) and shall also include the provision of shrinkage joints in cast in situ concrete work.

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

### **B3402 MATERIALS**

#### **(a) Compaction requirements**

*Add the following to this sub-clause:*

The compaction requirements for the layers to be constructed under this contract are:

|                     |                           |
|---------------------|---------------------------|
| 150mm Base layer    | 98% of mod AASHTO density |
| 150mm Subbase layer | 95% of mod AASHTO density |
| Gravel Shoulder     | 93% of mod AASHTO density |

*Add the following sub-clause:*

#### **“(b) Excavations**

Excavations in the pavement shall be kept dry. In the event of water penetrating the underlying layers, construction of the consecutive layers shall be postponed until the underlying layers are dry enough to accommodate the construction plant without any deformation or distress.”

### **B3403 CONSTRUCTION**

#### **(a) Requirements applying prior to the construction of the layer**

Unsuitable material for re-use shall be removed and spoiled. Payment for removal and spoil of the material shall be made under pay item 34/33.07. Suitable material shall be imported and shall be paid under item B34.06.

Where make-up material is required to construct the road to the correct lines and levels the additional material shall be spread, shaped and lightly compacted before the recycling operation commences. Payment for the addition of material shall be made under pay item B34.06. Additional imported material shall comply with the requirements for base material.

Additional imported material from a commercial source, shall comply with the requirements for base material.

#### **(b) Placing and compacting**

*Add the following:*

##### **(iii) In situ reworking of pavement structure**

The material shall for tender purposes be stabilized with 3,0% Cem II:32,5N. The maximum dry density of the material to be stabilized shall be assumed to be 2100 kg/m<sup>3</sup> for tender purposes. The actual density shall be determined on site.

It is intended that the layers of 200mm thick, be compacted as one layer in order to minimize time loss and assist in traffic accommodation. Compaction shall be as per Section B3402(b).

### **B3405 CONSTRUCTION TOLERANCES**

#### **(g) Construction tolerances**

“The layer of in-situ recycled material shall be classified as a base layer regarding compliance with the construction tolerances.”

## **B3406 QUALITY OF MATERIALS AND WORKMANSHIP**

*Add the following:*

“For the purposes of this contract, the test results and measurements will be assessed in accordance with section 8200.”

## **B3407 MEASUREMENT AND PAYMENT**

*Amend the following pay item and renumber as follows:*

**B34.01 Pavement layers constructed from gravel obtained from commercial and other sources including unlimited free haul.”**

*Add the following sub pay item to B34.01(f):*

| <b>Item</b>                          | <b>Unit</b>                   |
|--------------------------------------|-------------------------------|
| (iii) 98% of modified AASHTO density | cubic metre (m <sup>3</sup> ) |

*Amend pay item 34.04 sub item (f) as follows:*

Renumber 34.04 as B34.04.

Change “96%” to “98%” ■

*Add the following new pay items:*

| <b>Item</b> | <b>Unit</b> |
|-------------|-------------|
|-------------|-------------|

|                                            |                               |
|--------------------------------------------|-------------------------------|
| <b>B34.15 Removing unsuitable material</b> | cubic metre (m <sup>3</sup> ) |
|--------------------------------------------|-------------------------------|

The unit of measure shall be the cubic metres of unsuitable or poor material and replaced with suitable (G4 quality) material.

The tendered rate shall include all excavation, loading, spoiling, obtaining suitable material, dumping, levelling and all incidentals required to obtain an acceptable layer of material.”

## **3600: PAVEMENT LAYERS OF GRAVEL MATERIAL**

### **B3602 MATERIALS**

#### **a) Requirements for crushed aggregate**

*After the first sentence delete the remainder of the paragraph and replace with the following:*

“The aggregate shall not contain more than 0,1% by mass of unwanted material such as wood, coal or similar organic material.

Aggregates containing mica, such as granite, gneiss, mica schist, pegmatite, sandstone shall not contain more than 2% by mass of free mica, especially muscovite, when assessed by visually separating the particles, or more than 4% by volume when assessed by means of microscopic slides. Aggregate containing easily detectable quantities (more than 1%) of olivine, serpentine and sulphide minerals such as pyrites and marcasite, must be considered with caution, and may warrant additional evaluation to the satisfaction of the engineer. Argillaceous rocks may only be used if specified in the project specifications, or with the engineer's written approval.

Soft or weathered particles shall be controlled by the Durability Mill Index values specified in B3602(e) Durability.

Provision has been made in clause B8108(b)(iii), calculation, for the determination and calculation of the Apparent Density for aggregates with a total water absorption greater than 1,5%, when total water absorption is determined according to TM methods B14 and B15."

**(b) Compaction requirements**

*Add the following to this sub-clause:*

The compaction requirements for the layers to be constructed under this contract are:

150mm Base layer

98% of modified AASHTO density

**c ) Grading requirements**

*Replace entire clause with the following:*

The target grading, after compaction, shall be as near as possible to the mean of the specified grading envelope listed in table 3602/1 and shall be continuous with no marked gaps or excessive quantities of any particular size. The mean grading of each lot (minimum of 4 but preferably 6 test points per lot) shall conform to the approved target grading plus or minus the tolerances specified in table 3602/4. However, no target grading plus tolerance can be set such that the original grading envelope in table 3602/1 is exceeded."

**e) Durability**

The durability property of aggregates derived from the basic crystalline group shall be assessed by means of the Ethylene Glycol Durability Index. When tested in accordance with the method prescribed in B 8105(g) the Durability Index shall not exceed four. In addition, the 10% FACT value obtained after soaking in ethylene glycol for four days shall not be less than 50% of that obtained on the unsoaked sample. Where any values are obtained that fall outside the above requirements, a detailed assessment of the quarry shall be undertaken together with a specialist mineralogical evaluation of both the coarse as well as fine fractions in order to assess the long-term durability properties of the material.

For Basic crystalline rocks, Arenaceous rocks, Argillaceous rocks and Diamictites the Durability Mill Index (DMI) shall be less than 125. For all other rock types the Durability Mill Index (DMI) shall not be more than 420, subject to the % passing the 0,425mm sieve not increasing by more than 8 percentage points during the Mill test."

**B3604 CONSTRUCTION**

**(a) Spreading and mixing**

The contractor may elect to mix and spread crushed-stone material by means of a mixing plant and paver unit respectively, in which event the requirements of subclauses 3704(a) and (b) shall apply mutatis mutandis.

Crushed-stone material complying with the requirements specified above shall be dumped in quantities sufficient to ensure that the completed layer will comply with all the requirements in regard to layer thickness, level, cross- section and density. Allowance shall also be made for sufficient extra material to enable the layer to be properly formed.

The maximum compacted thickness of any layer of crushed-stone base compacted in one process shall be 150 mm. The dumps of material shall be spread out to a layer with a thickness which will be suitable for mixing. The required quantity of water shall then be added and the material mixed until a homogeneous mixture is obtained.

**( b ) Compacting**

*Add the following:*

After mixing, the crushed-stone material shall be placed to the correct thickness and level and thoroughly compacted by suitable equipment so that the specified density is obtained throughout the entire layer after slushing (except where the multi-stage process in subclause B 3604(c)(ii) is prescribed). When required by the engineer, the density of the layer shall be tested at each third of the layer thickness each third of the layer thickness.

The finally compacted layer shall be free from surface laminations, portions exhibiting segregation of the fine and coarse aggregate, corrugations, or other defects that may adversely affect the performance of the layer.

**c) Surfacing preparation of the base**

*Replace the final paragraph in subsubclause 3604(c)(i) with:*

“Slushing of the base, is and shall be carried out within 48 hours after of the compaction. Even if the specified density is achieved without slushing or before completion of the slushing process, the full slushing process must still be completed.”

*Delete sub-sub-clause (ii) Multi-stage process (water or slurry rolling).*

**B3605 PROTECTION AND MAINTENANCE**

*Replace “moisture content of the layer” in the first paragraph with “moisture content of the upper 50mm of the layer.”*

*Add the following to the end of the second sentence:*

“as determined according to TMH 1 method A7.”

**B3606 CONSTRUCTION TOLERANCES**

**(g) Construction tolerances**

The layer of in-situ recycled material shall be classified as a base layer regarding compliance with the construction tolerances.”

**B3606 QUALITY OF MATERIALS AND WORKMANSHIP**

*Add the following:*

“For the purposes of this contract, the test results and measurements will be assessed in accordance with clause B 3405.”

**B3608 MEASUREMENT AND PAYMENT**

*Amend the following pay item and renumber as follows:*

**“B36. 0 1 Crushed stone base obtained from commercial including unlimited free hau**

*Add the following sub pay item to B36.01(f):*

“Item

Unit

|                                      |                               |
|--------------------------------------|-------------------------------|
| (iii) 98% of modified AASHTO density | cubic metre (m <sup>3</sup> ) |
| iv) 95% of modified AASHTO density   | cubic metre (m <sup>3</sup> ) |

## **SECTION 5600: ROAD SIGNS**

### **B5601 SCOPE**

*Replace “South African Road Traffic Signs Manual” in the second paragraph with:*

*“SADC Road Traffic Signs Manual”*

### **B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**

#### **(a) Road signboards**

*Add the following:*

The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.”

#### **(ii) Steel profile road signboards**

*Add the following:*

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

### **B5604 ROAD SIGN FACES AND PAINTING**

*Add the following sub-clause:*

#### **“(e) Application of retro-reflective material**

All sign faces shall be faced with retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification.”

### **B5605 STORAGE AND HANDLING**

*Add the following:*

“The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material.
- Covering the sign face with an impermeable material that does not allow free circulation of air.”

#### **B5606 ERECTING ROAD SIGNS**

##### **(c) Erection**

*Add the following:*

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro -reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the engineer.”

#### **B5609 MEASUREMENT AND PAYMENT**

| <b>Item</b>                                                                                                                                                                                                        | <b>Unit</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retroreflective material, where the sign board is constructed from:</b> |             |

*Amend the last two lines of the second paragraph to read:*

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

*Add the following payment items:*

| <b>Item</b>                                        | <b>Unit</b> |
|----------------------------------------------------|-------------|
| <b>B56.10 Danger plates at culverts/structures</b> | number (No) |

The unit of measurement shall be the number of danger plates provided and erected.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings.

|                                                       |             |
|-------------------------------------------------------|-------------|
| <b>B56.11 Dismantling and disposing of road signs</b> | number (No) |
|-------------------------------------------------------|-------------|

The unit of measurement shall be the number of road signs fully dismantled and disposed of.

The tendered rate shall include full compensation for all labour, excavation, backfilling with soil and disposing of the road signs etc., as may be necessary for completing the work.

## **SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**

### **B5901 SCOPE**

*In the first line of the second paragraph, insert the following “this section”:*

...distinguishes between new construction and renewal of new alignments for example, then this section....” . When construction is new, as in the case

### **B5902 FINISHING THE ROAD AND ROAD RESERVE**

*Retain the existing paragraphs as new subclause:*

#### **“(a) New Construction”**

*Replace the sixth paragraph with:*

“All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

*Add the following:*

#### **“(b) Renewal Construction**

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, top soiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

All materials resulting from the finishing operations shall be disposed of at approved spoil sites.”

## **SECTION 8100: TESTING MATERIALS AND WORKMANSHIP**

### **B8110 TESTS RELATING TO CHEMICAL STABILISATION**

*Add the following sub-clause:*

#### **(d) The Wet-Dry Durability Test for cement and/or lime-treated materials using the hand-brush method (SANRAL METHOD)**

##### **1. Scope**

This method covers the procedure for determining the soil-cement losses obtained by repeated wetting, drying and hand brushing of hardened soil-cement specimens (see 5.4).

## 2. Apparatus

- 2.1 A moisture curing room capable of maintaining a relative humidity of 95 to 100 percent and a temperature of 22 to 25°C, or suitable plastic bags capable of holding specimens and carriers in an air tight condition in a water bath as described in 2.2 below.
- 2.2 A suitable water bath with thermostatic control capable of maintaining a temperature of 22 to 25°C.
- 2.3 A balance to weigh up to 10kg, accurate to 0.5g.
- 2.4 A drying oven capable of maintaining temperatures of  $71 \pm 3^\circ\text{C}$  and  $110 \pm 5^\circ\text{C}$ .
- 2.5 A wire scratch brush made of 50mm by 1.6mm flat 26 gauge wire bristles assembled in 50 groups of 10 bristles and mounted to form five longitudinal rows and 10 transverse rows on a 200 by 65mm wooden block.

## 3. Method

### 3.1 *Preparation of specimens*

Prepare specimens in accordance with the procedure described in the Appendix to method A19 in the TMH 1 with the following exceptions:

Use the material passing the 37.5mm sieve and discard the material remaining on the sieve.

Use the apparatus and compaction method as described in TMH 1 method A7 (100% Modified AASHTO at predetermined OMC).

### 3.2 *Curing of specimens*

Rapid cure the specimens (see 5.6). Alternatively, and where instructed by the engineer, the specimens may be cured for seven days at a relative humidity of 95% to 100% and a temperature of 22°C to 25°C in a suitable curing room or in plastic bags and a suitable water bath.

### 3.3 *Wetting, drying and brushing*

After curing, remove the specimens from the curing room or plastic bags, allow to cool and submerge them in water at room temperature for a period of five hours. Remove the specimens from the water and place them in an oven at 71°C for 42 hours.

Remove the specimens from the oven. Give each specimen two firm strokes over the full surface area with the wire scratch brush. The brush must be held parallel to the long axis of the specimen or parallel to the ends as required to cover all areas of the specimen. Apply these strokes to the full height and width of each specimen with a firm stroke corresponding to approximately 13.5 kN force (see note 5.5).

### 3.4 *Determination of soil-cement losses*

After 12 cycles, dry the specimens to constant mass at 100°C and determine the oven dry mass of the specimens. The data collected will permit the calculation of the soil-cement losses of the specimens after the prescribed 12-cycle test.

## 4. Calculations

- 4.1 Calculate the soil-cement loss of the specimens as a percentage of the original oven-dry mass of the specimens as follows:

$$\frac{L}{W} = \frac{W - N}{W} \times 100$$

Where

L = soil-cement loss (%)

W = original calculated oven-dry mass (g) (calculated according to paragraph 3.5 in the Appendix to method A19 in the TMH 1).

N = final oven-dry mass (g).

4.2 The percentage loss shall be calculated and reported to the nearest 0.1 percent. The results are normally required for stabilisation design purposes and should be reported graphically against relevant cement contents.

5. Notes

5.1 Mass determinations of the specimens before and after brushing are usually made at the end of each cycle during research or special investigations.

5.2 Care is required when assessing results obtained on very coarse graded materials as "plucking" out of the aggregate pieces during the brushing process could result in very high losses of material, which may however not be truly indicative of its potential erosion resistance.

5.3 If it not possible to run the cycle continuously because of Sundays or holidays, or for any other reason, the specimens should be held in the oven during the layover period.

5.4 The test was originally developed to determine wet-dry durability of cement-treated material. It can, however, be used with equal success on material tested with other chemical stabilizers, for example lime, or mixes of lime and milled blast furnace slag, or cement and milled blast furnace slag.

5.5 The pressure of the brushing stroke is determined as follows:

Clamp a specimen in a vertical position on the edge of a platform scale and zero the scale. Apply vertical brushing strokes to the specimen and note the force necessary to register approximately 1.36kg.

5.6 Rapid curing:

Seal each specimen airtight in a suitable container or plastic bag. Carefully place the briquettes on suitable holders or in pans and place in the oven at the relevant temperature and period given below:

| Stabilizing agent | Temp (°C) | Time (Hours) |
|-------------------|-----------|--------------|
| Cement            | 70 — 75   | 24 ±0.5      |
| PBFC              | 70 — 75   | 24 ±0.5      |
| Lime              | 60 ±2     | 45 ±1        |
| Lime / FA         | 60 ±2     | 45 ±1        |
| Lime / MBFS       | 60 ±2     | 45 ±1        |

### C3.5: MANAGEMENT

#### C3.5.1 MANAGEMENT OF THE WORKS

##### C3.5.1.1 Applicable SANS and SANS standards

a) The following SANS 1921 Construction Works standards and associated specification data are applicable:

- i) SANS 1921-1 : General
- ii) SANS 1921-2 : Accommodation of traffic on public roads occupied by the contractor
- iii) SANS 1921-3 : Structural steelwork
- iv) SANS 1921-4 : Third party management support
- v ) SANS 1921-5 : Earthworks activities which are to be performed by hand
- vi) SANS 1921-6 : HIV/AIDS Awareness

b) The specification data applicable to the SANS 1921 standards referred to in a) are as follows:

| Standard    | Clause                 | Specification Data                                                                                            |
|-------------|------------------------|---------------------------------------------------------------------------------------------------------------|
| SANS 1921-1 | <b>Essential Data:</b> |                                                                                                               |
|             | 4.1.7                  | There are no requirements for drawings, information and calculations for which the Contractor is responsible. |
|             | 4.2.1                  | The responsibility strategy assigned to the Contractor for the works is A.                                    |
|             | 4.9.3                  | The trees and shrubs which are not to be disturbed are identified in the Scope of Works.                      |
|             | 4.14                   | The requirements for the Facilities for the Engineer are stipulated in the Scope of Works                     |
|             | <b>Variations:</b>     |                                                                                                               |
|             |                        |                                                                                                               |

| Standard    | Clause                 | Specification Data                                                |
|-------------|------------------------|-------------------------------------------------------------------|
| SANS 1921-5 | <b>Essential Data:</b> |                                                                   |
|             | 5.1                    | The depth of trenches which are to be excavated by hand is 1.5 m. |
|             | <b>Variations:</b>     |                                                                   |
|             |                        |                                                                   |

| Standard    | Clause                 | Specification Data                                                                                                                                       |
|-------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| SANS 1921-6 | <b>Essential Data:</b> |                                                                                                                                                          |
|             | 5.2.1(a)               | A qualified service provider is a service provider is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field |
|             | <b>Variations:</b>     |                                                                                                                                                          |
|             |                        |                                                                                                                                                          |

### **C3.5.1.2 Planning and programming**

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction.

The Employer accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalisation and approval of the construction programme.

The Contractor shall submit his programme of work to the Engineer not later than 14 days after the Contractor has been notified of the acceptance of his Tender and only

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If the programme submitted by the Contractor in terms of Clause 15 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

### **C3.5.1.3 Sequence of the works**

The sequence of the works shall be indicated on the construction programme as required above.

### **C3.5.1.4 Software application for programming**

The format for programming shall be Microsoft Projects or Microsoft Excel and delivery shall be made by means of paper documentation and/or electronic form.

### **C3.5.1.5 Methods and procedures**

The Contractor shall deploy the required methods and procedures during the phases of this contract to keep the progress of the Works up to-date with the critical path on the construction programme. All construction methods and procedures will be monitored by the Engineer.

### **C3.5.1.6 Quality plans and control**

The onus to produce work that conforms in quality and accuracy of detail to requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced personnel, together with all transport, equipment and tools to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

### **C3.5.1.7 Environment**

#### **C3.5.1.7.1 Preamble**

The Contractor, and any person working in a construction area is to ensure that he and his employees are at all times fully aware of, and sensitive to the need to conserve the environment in which he is working, and to leave it, if possible, in a better state than that in which he found it.

The environment includes, inter alia, the quality of soil, water, air, plant life, animal life and human life, including both the social and physical condition under which people live.

#### **C3.5.1.7.2 Site Management**

Maintenance of plant and vehicles is to be carried out on hard standings. Any such hard standing shall be removed on completion

All waste, including oils, fuels, containers, and other used excess materials shall be placed in waste bins and removed from the site or taken to an approved disposal site.

Any top soil removed shall be stacked in piles of heights less than 1m and is to be re-spread and seeded with appropriate varieties of plants on completion of the works.

Fuel and lubricant stores should be on hard standing, preferable fenced. Spillage on the hard bare ground is not permissible.

- Water courses may not be interfered with or altered in any way.
  - Toilet facilities are to be provided for use of all employees. The contractor is to ensure that they are correctly maintained and used
- Condoms shall be provided on site.

#### **C3.5.1.7.3 Erosion Control**

On roads with gradients greater than 10% drains, are to be provided at 10m intervals to 15m intervals on erodible soils.

Adequate sedimentation control measures will be enforced where excavations or disturbance of drainage lines or wetlands may take place.

During infrastructure development, erosion control measures have to be included in construction plans.

Roads are to have storm water drainage canals.

#### **C3.5.1.7.4 Solid Waste Management**

No on-site burying or dumping of any waste materials or litter shall occur. The contractor shall provide vermin and weather - proof bins with lids of sufficient number and capacity to store the solid waste produced on a daily basis.

#### **C3.5.1.7.5 'NO-GO' AREAS**

Certain areas shall be 'no – go' areas. These include naturally vegetated areas such as drainage and thicket lines, riverine areas, wetland etc. Such areas shall not be included in the layout for field cultivation and are to be left undisturbed.

- 'No – go' areas are to be clearly demarcated.
- The contractor shall ensure that no person, machinery equipment or materials enter the 'no – go' areas at any time.

#### **C3.5.1.7.6 Protection of flora and fauna and community relations**

The contractor shall ensure that all flora species within the project that have been marked, will not be removed, damaged or disturbed.

- Trapping, poisoning and/or shooting of animals is strictly forbidden.
- The contractor shall ensure that all unmarked trees removed from the field shall be moved to the edge of the field for collection by the community for use as fuel. Only shrubs may be burnt.

#### **C3.5.1.7.7 Water Contamination**

Potential pollutants of any kind and in any form shall be kept, stored and used in such a manner that any spillage can be contained and the water table not endangered. Water containing such pollutants as cements, concrete, lime, chemicals and fuels shall be discharged into a conservancy tank for removal from the site. This particularly applies to water emanating from concrete batching plants and concrete swills, and to runoff from fuel depots/workshop/truck washing areas.

#### **C3.5.1.8 Accommodation of traffic on public roads occupied by the contractor**

The Contractor is responsible to incorporate all safety measures to ensure that the travelling public commutes with minimum inconvenience and maximum safety. The Contractor will also be responsible to deploy the necessary personnel, road signs, barricades and any other warning devices to establish the required traffic control facilities and to eliminate hazardous road conditions.

#### **C3.5.1.9 Testing, completion, commissioning, and correction of defects**

The Contractor must allow in his tender for all test and corresponding services that are required from him. The Contractor must be able to provide quality results to the Engineer as proof of compliance to the Specifications.

#### **C3.5.1.10 Recording of weather**

Daily rainfall and temperature records are to be maintained by the Contractor and this data entered in the Daily Diary.

#### **C3.5.1.11 Format of communications**

A triplicate book for Site Instructions shall be supplied free of charge by the Contractor and shall at all times be kept on the Site and accessible to the Engineer during normal working hours. At the end of the Contract the Contractor shall hand the Site Instruction Book to the Engineer.

#### **C3.5.1.12 Key personnel**

It is the Contractor's responsibility to provide all particulars of key personnel if and when required by the Engineer.

#### **C3.5.1.13 Management meeting**

Site meetings will be held (normally at weekly intervals) to evaluate the progress of the Contract and to discuss matters pertaining to the Contract. . All parties will be informed of site meetings.

The dates and times of the site meetings will be determined by the Employer.

The Contractor's Authorised Representative shall attend all site meetings on the site with the Employer.

Failure of the Contractor's Representative to attend any such meeting shall be considered a serious breach of Contract.

#### **C3.5.1.14 Forms of contract administration**

All quality control forms over and above those mentioned in C3.5.1.10 above may be provided by the Engineer and/or requested by the Engineer from the Contractor. The Contractor shall then supply such forms with the relevant information at any set time.

#### **C3.5.1.15 Electronic payments**

The Contractor shall provide all banking details relevant to the tendering company as requested in the list of returnable documents.

#### **C3.5.1.16 Daily Records**

All daily records are to be according to C3.5.1.10

#### **C3.5.1.17 Bonds and guarantees**

The liability of the guarantee shall be for the percentage, as stipulated in C1.2: Contract Data of this document, of the contract amount that the tenderer will be appointed for. The guarantee must be submitted to the Engineer as stipulated in C1.2: Contract Data of this document.

#### **C3.5.1.18 Payment Certificates**

The Contractor shall be responsible for preparing his/her payment certificates on upon approval of the Engineer of the measured quantity of the work done. The engineer will validate the claim and submit it for payment by the Employer.

##### Fixed-charge and Value-related Items

The sum tendered for each relevant fixed-charged and value-related item will be paid as follows:

50% with the first certificate but subject to a maximum initial payment of 5% of the nett accepted value of scheduled work excluding the preliminary and general section

25% when the value of work completed reached 50% of the measured value

25% with the final certificate shall be paid when the Contractor has met all his obligations in respect of the relevant items

##### Time-related Items

Payment for time-related items will be effected as follows only after payment for the relevant fixed-charge item has been made: Items will be scheduled as monthly rates and paid accordingly with every monthly certificate.

**NOTE:** An approved extension of time will qualify the Contractor to receive payment for each relevant time-related item for the extension in months, and part thereof, valued at the unit monthly rate tend

### **C3.5.1.19 Permits**

The Contractor is responsible to obtain any necessary permits relevant to the location works and/or requirement of the Employer.

## **C3.5.2 HEALTH AND SAFETY**

### **C3.5.2.1 Health and safety requirements and procedures**

### **C3.5.2.2 OCCUPATIONAL HEALTH AND SAFETY**

Both the "Factories, Machinery and Building Work Act (Act 22 of 1955) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SANS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993) as amended and the Construction Regulations 2003 published in terms of the said act during 2003.

### **C3.5.2.3 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

The works requires the Contractor to excavate in public areas, in residential as well as business and industrial areas where pedestrians and vehicular traffic will be encountered. The Contractor shall protect the site of works from the public for the duration of the activities at the various sites. Before the Contractor leaves a site, the surface shall be reinstated to it's original state before construction started.

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitable safeguarded and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor. The Contractor shall also ensure that excavations are shored or otherwise made safe. No additional payment will be made to the Contractor for complying to these requirements.

The excavations will be in developed areas. The Engineer submitted the drawings to various service authorities to mark their services on the drawings. The Contractor shall take care in excavation and assume that there may be services such as high voltage cables even though it is not marked on the drawings.

The Contractor shall take note of the possibility of overhead services and plan accordingly.

Some excavations may in existing pipe trenches and there is a possibility of hazardous materials that were disposed of during backfilling.

In the construction of the toilets, the height of the structures and the precast concrete roof slab will need power equipment to lift and position.

### **C3.5.2.4 OCCUPATIONAL HEALTH AND SAFETY PLAN**

The Contractor's Occupational Health and Safety Plan must be approved by the before any construction work may commence. In case of a variation order the Contractor shall do a risk assessment of the work involved in the VO and if necessary, must adjust his Occupational Health and Safety Plan accordingly. Protection of the public is paramount.

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

### **C3.5.2.5 Barricades and lighting**

In terms of the Occupational Health and Safety Act, No 85 of 1993 every excavation that is accessible to the public or that is adjacent to a public road or thoroughfare, or by which the safety of persons may be endangered, shall be barricaded adequately as below:

#### **C3.5.2.5.1 Excavations Other Than Trenches:**

(a) Adequately protected by a barrier or fence at least one metre high erected as close to the excavation as is practicable; and

( b ) Inspected by watchmen employed by the Contractor to ensure that barricades are effective at all times.

#### **C3.5.2.5.2 Safeguarding of Excavations**

The Contractor or his agent or representative appointed in writing shall be deemed to be and shall be both the "employer" and "a person who is competent to pronounce on the safety" of all bracing and shoring as set out in Regulation 13 (Demolition and Excavation) of the General Safety Regulations of the Occupational Health and Safety Act, No 85 of 1993.

### **C3.5.2.6 Finishing and Tidying**

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

### **C3.5.2.7 Measures against disease and epidemics**

The Contractor should take all reasonable steps to safeguard the site against the spread of disease and epidemics.

### **C3.5.2.8 Aids awareness**

The Contractor should acquaint himself with local HIV/AIDS awareness campaigns and in conjunction with the said awareness campaigns educate and inform all employees.

## **PART C5: ANNEXURES**

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## ANNEXURE A: HEALTH AND SAFETY SPECIFICATIONS

### HEALTH AND SAFETY SPECIFICATION

#### 1. **BACKGROUND**

In terms of the Construction Regulation 4 (1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, the Employer is required to compile a Health & Safety Specification for the intended project and provide such specification to any prospective tenderer.

The Employer's further duties are as 4(1) to 4(6) in The Construction Regulations, July 2003.

#### 2. **SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.5 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor, which are not necessary covered in the above.

### **3. OH&S MANAGEMENT**

#### **3.1 Structure and Organization of OH&S Responsibilities**

##### **3.1.1. Overall Supervision and Responsibility for OH&S**

- The Employer is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. **Annexure 2** - "Legal Compliance Audit" may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

##### **3.1.2. Further (Specific) Supervision Responsibilities for OH&S**

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations coordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))
- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire coordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)

- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(ii))
- Welding Supervisor (General Safety Regulation 9)

### 3.2. **Communication and Liaison**

- OH&S liaison between the Employer, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in **3.10**.
- In addition to the above, communication may be directly to the Employer 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 Employer and the Consulting Engineer, instructions by the Employer and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

### 3.3. **OH&S File**

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- 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))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Employer including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))

Designs/drawings (Construction Regulation 5 (8))

- A list of Contractors (Subcontractors) 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 3.1.1. and 3.1.2. above.

- Registers as follows:
  - \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
  - \* OH&S Representatives Inspection Register
  - \* Form/Support work Inspection
  - \* Excavations Inspection
  - \* Lifting Equipment
  - \* Demolition Inspections \*
  - \* Batch Plant Inspections
  - \* Inspections of Structures Record
  - \* Arc & Gas Welding & Flame Cutting Equipment Inspections
  - \* Construction Vehicles & Mobile Plant Inspections
  - \* Electrical Installation and Machinery Inspections
  - \* Fire Equipment Inspection & Maintenance
  - \* First Aid
  - \* Hazardous Chemical Substances
  - \* Lifting Tackle and Equipment Inspections
  - \* Inspection of Cranes
  - \* Inspection of Ladders
  - \* Inspection of Vessels under Pressure
  - \* Machinery Inspections
  - \* Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Employer on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

**3.4. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance**

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (**CIFR**) of at least 8 (Refer **Annexure 3 -** Employer  
on a monthly basis. “Measuring Injury Experience”) and to report on this to the

**3.5. Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to **Section 4.**

below “Project/Site Specific Requirements”)

### **3.6. Arrangements for Monitoring and Review**

#### **3.6.1. Monthly Audit by Employer**

The Employer 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.

#### **3.6.2. Other Audits and Inspections by Employer**

The Employer reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Employer 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.

#### **3.6.3 Reports**

The Principal Contractor is required to provide the Employer with a monthly report. "SH Risk Management Report"

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 Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8.). The Principal Contractor is required to provide the Employer with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Employer with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

#### 3.6.4 Review

The Principal is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Employer, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

### 3.7 Site Rules and Other Restrictions

#### 3.7.1 Site OH&S Rules

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.

#### 3.7.2. Security and Emergency Arrangements

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.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

### 3.8 Training

The contents and syllabi of all training required by the Act and Regulations must be included in the Contractor's O Plan.

#### 3.8.1 General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training

#### 3.8.2 Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

#### 3.8.3 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.

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification and 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 in 3.1.1. & 3.1.2. above
- \* Operation of Cranes (Driven Machinery Regulations 18 (11))
- \* Operators and 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

### **3.9. Accident and Incident Investigation**

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 had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all 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.

### **3.10 OH&S Representatives and Committees**

#### **3.10.1. Designation of OH&S Representatives**

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative is executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

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.

### 3.10.2. Duties and Functions of the OH&S Representatives

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.

### 3.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Employer who shall act as the chairperson 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:

- Opening and welcome
- Present/Apologies/Absent
- Minutes of previous meeting
- Matters arising from the previous minutes
- OH&S Representatives Reports
- Incident Reports & Investigations
- Incident /Injury statistics
- Other matters
- Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

## 4. **PROJECT / SITE SPECIFIC REQUIREMENTS**

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- \* 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 (NB: the existing pipeline is also a structure.)
- \* 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, Covid 19 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 of trench floor
- \* Installation of pipes in trench
- \* Pressure testing of pipeline
- \* Installing heat shrink joint sleeves
- \* Backfilling of trench
- \* Protection against flooding
- \* Gabion work
- \* Use of explosives
- \* Protection from overhead power lines \*
- \* As discovered from any inspections and audits conducted by the Employer or by the Principal Contractor or any other Contractor on site
- \* As discovered from any accident/incident investigation.

**Annexure 1: Construction Occupational Health ~~and~~ Safety ~~and~~ Environment Audit System**

**Annexure 2: Guidelines for the development of a Health and Safety Plan.**

**Annexure 3: Guide to Risk Assessment**

## **ANNEXURE 1**

### **CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT**

#### **AUDIT SYSTEM**

(Based on the New Construction Regulations)

**\* Denotes items applicable to both Construction sites and Contractors Plant/Storage**

#### **1 . ADMINISTRATIVE & LEGAL REQUIREMENTS**

| Section/Regulation                                   | Subject                                                            | Requirements                                                                                                                                                                                                                                                                                                      | Yes/No |
|------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Construction.<br>Regulation 3                        | Notice of carrying out<br>Construction work                        | Department of Labour notified<br>Copy of Notice available on Site                                                                                                                                                                                                                                                 |        |
| General Admin.<br>Regulation 3                       | *Copy of OH&S Act (Act<br>85 of 1993)                              | Updated copy of Act & Regulations on site<br>Readily available for perusal by employees                                                                                                                                                                                                                           |        |
| COID Act<br>Section 80                               | *Registration with<br>Compensation. Insurer                        | Written proof of registration / Letter of good standing<br>available on Site                                                                                                                                                                                                                                      |        |
| Construction.<br>Regulation 4 & 5(1)                 | OH&S Specification &<br>Plan                                       | OH&S Specification received from Employer<br>OH&S plan developed<br>Updated regularly                                                                                                                                                                                                                             |        |
| Section 8(2)(d) and<br>Construction. Regulation<br>6 | *Hazard Identification &<br>Risk Assessment                        | Hazard Identification carried out/Recorded Risk<br>Assessment and Plan drawn up/Updated Risk<br>Assessment Plan available on Site<br>Employees/Subcontractors informed/trained                                                                                                                                    |        |
| Section 16(2)                                        | *Assigned duties<br>(Managers)                                     | Responsibility of complying with the OH&S Act assigned to<br>other person/s by CEO.                                                                                                                                                                                                                               |        |
| Construction.<br>Regulation 5(2)                     | Designation of Person<br>Responsible on Site                       | Competent person appointed in writing as<br>Construction Supervisor                                                                                                                                                                                                                                               |        |
| Construction.<br>Regulation 5(5)(a)                  | Designation of<br>Subordinate Person                               | Competent person appointed in writing as<br>Sub-ordinate Construction Supervisor                                                                                                                                                                                                                                  |        |
| Section 17 & 18                                      | *Designation of<br>Occupational Health &<br>Safety Representatives | More than 20 employees - one OH&S Representative, one<br>additional OH&S Rep. for each 50 employees or part<br>thereof.<br>Designation in writing, period and area of responsibility<br>specified.<br>Meaningful OH&S Rep. reports.<br>Reports actioned by Management.                                            |        |
| Section 19 & 20                                      | *Occupational Health &<br>Safety Committee/s                       | OH&S Committee/s established.<br>Members appointed in writing.<br>Meetings held monthly.<br>Minutes kept.<br>Actioned by Management.                                                                                                                                                                              |        |
| Section 37                                           | *Agreement with<br>Mandatory<br>(Sub-Contractors)                  | Written agreement with Subcontractors.<br>List of Subcontractors displayed.<br>Proof of Registration with Compensation Insurer/Letter of<br>Good Standing<br>Construction Work Supervisor designated<br>Written arrangements concerning<br>OH&S Reps & OH&S Committee<br>Written arrangements regarding First Aid |        |
| Construction.<br>Regulation 7                        | Fall Prevention &<br>Protection                                    | Competent person appointed to draw up and supervise the<br>Fall Protection Plan<br>Proof of appointees competence available on Site<br>Risk Assessment carried out for work at heights<br><br>Fall Protection Plan drawn up/updated<br>Available on Site                                                          |        |
| Construction.<br>Regulation 8                        | Roof work                                                          | Competent person appointed to plan & supervise Roof<br>work.<br>Proof of appointees competence available on Site                                                                                                                                                                                                  |        |

| Section/Regulation             | Subject                 | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes/No |
|--------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                |                         | Risk Assessment carried out<br>Roof work Plan drawn up/updated<br>Roof work inspect before each shift. Inspection register kept<br>Employees medically examined for physical & psychological fitness. Written proof available                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |
| Construction.<br>Regulation 9  | Structures              | Information re. the structure being erected received from the Designer including:<br>- geo-science technical report where relevant -<br>the design loading of the structure<br>- the methods & sequence of construction<br>- anticipated dangers/hazards/special Measures to construct safely<br>Risk Assessment carried out<br>Method statement drawn up<br>All above available on Site<br>Structures inspected before each shift. Inspections register kept                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |
| Construction.<br>Regulation 10 | Formwork & Support work | Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork<br>Design drawings available on site<br>Risk Assessment carried out<br>Support & Formwork inspected:<br>- before use/inspection<br>- before pouring of concrete -<br>weekly whilst in place<br>- before stripping/dismantling. Inspection register kept                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |
| Construction.<br>Regulation 11 | Scaffolding             | Competent persons appointed in writing to:<br>- erect scaffolding (Scaffold Erector/s) -<br>act as Scaffold Team Leaders<br>- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)<br>Written Proof of Competence of above appointees available on Site<br>Copy of SABS 085 available on Site<br>Risk Assessment carried out<br>Inspected weekly/after bad weather. Inspection register/s kept                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |
| Construction.<br>Regulation 12 | Suspended Scaffolding   | Competent persons appointed in writing to:<br>- erect Susp.Scaffolding (Scaffold Erector/s) -<br>act as Susp.Scaffold Team Leaders<br>- inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted<br>Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour<br>The following inspections of the whole installation carried out by a competent person<br>- after erection and before use<br>- daily prior to use. Inspection register kept<br>The following tests to be conducted by a competent person:<br>- load test of whole installation and working parts every 12 months<br>- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept<br>Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available |        |
| Construction.<br>Regulation 13 | Excavations             | Competent person/s appointed in writing to supervise and inspect excavation work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |

| Section/Regulation                                                    | Subject                             | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes/No |
|-----------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|                                                                       |                                     | Written Proof of Competence of above appointee/s available on Site<br>Risk Assessment carried out<br>Inspected:<br>- before every shift -<br>after any blasting<br>- after an unexpected fall of ground<br>- after any substantial damage to the shoring -<br>after rain. Inspections register kept<br>Method statement developed where explosives will be/ are used                                                                                                                                                                                           |        |
| Constructions Regulation 14                                           | Demolition Work                     | Competent person/s appointed in writing to supervise and control Demolition work<br>Written Proof of Competence of above appointee/s available on Site<br>Risk Assessment carried out<br>Engineering survey and Method Statement available on Site<br>Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept                                                                                                                                                                                    |        |
| Construction. Regulation 16                                           | Materials Hoist                     | Competent person appointed in writing to inspect the Material Hoist<br>Written Proof of Competence of above appointee available on Site.<br>Materials Hoist to be inspected weekly by a competent person. Inspections register kept.                                                                                                                                                                                                                                                                                                                           |        |
| Construction. Regulation 17                                           | Caissons & Cofferdams               | Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept                                                                                                                                                                                                                                             |        |
| Construction. Regulation 18                                           | Explosive Powered Tools             | Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above<br>Empty cartridge cases/nails/fixing bolts returns recorded<br>Cleaned daily after use                                                                                                                                                                                                                                                                                                          |        |
| Construction. Regulation 19                                           | Batch Plants                        | Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above<br>Risk Assessment carried out<br>Batch Plant to be inspected weekly by a competent person. Inspections register kept                                                                                                                                                                                                                                                                                                 |        |
| Construction. Regulation 20/<br>Mine Health & Safety Act (29 of 1996) | Tunneling                           | Complying with Mines Health & Safety Act (29 of 1996)<br>Risk Assessment carried out                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |
| Construction. Regulation 21/<br>Driven Machinery Regulations 18 & 19  | Cranes & Lifting Machines Equipment | Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment<br>Written Proof of Competence of above appointee available on Site.<br>Cranes & Lifting tackle identified/numbered<br>Register kept for Lifting Tackle<br>Log Book kept for each individual Crane<br>Inspection:<br>- All cranes - <b>daily by operator</b><br>- Tower Crane/s - <b>after erection/6monthly</b><br>- Other cranes <b>annually by comp. person</b><br>- Lifting tackle(slings/ropes/chain slings etc.) - <b>3 monthly</b><br>Risk Assessment carried out |        |

| Section/Regulation                                                                                                        | Subject                                                                                                            | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes/No |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Construction.<br>Regulation<br>22/Electrical<br>Machinery<br>Regulations 9 &<br>10/Electrical<br>Installation Regulations | *Inspection &<br>Maintenance of Electrical<br>Installation & Equipment<br>(including portable<br>electrical tools) | Competent person appointed in writing to inspect/test the<br>installation and equipment.<br>Written Proof of Competence of above appointee available<br>on Site.<br>Inspections:<br>- Electrical Installation & equipment inspected after<br>installation, after alterations and quarterly. Inspection<br>Registers kept<br>Portable electric tools and -lights and extension leads<br>identified/numbered.<br>Monthly visual inspection by User/Issuer/<br>Storeman. Register kept.                                                                                                                                                                                                                                                                                          |        |
| Construction.<br>Regulation 2<br>Diving Regulations                                                                       | Water Environments                                                                                                 | Competent person appointed in writing to supervise diving<br>operations and ensure maintenance, statutory inspection<br>and testing by an Approved Inspection Authority of<br>equipment used<br>Written Proof of Competence of above appointee available<br>on Site<br>Proof of registration of all divers present on site available<br>Risk Assessment carried out<br>Diving Manual produced. Available on Site<br>Record of Voice Communications kept<br>Diving Operations record kept<br>Each Diver keeps a personal logbook. Entries<br>countersigned by the Diving Supervisor<br>Decompression tables available on Site<br>Records of any Decompression illness kept<br>Certificate of Manufacture of any Compression Chamber<br>or Diving Bell in use available on Site |        |
| Construction.<br>Regulation 30/<br>General Safety<br>Regulation 8(1)(a)                                                   | *Designation of Stacking<br>& Storage Supervisor.                                                                  | Competent Person/s with specific knowledge and<br>experience designated to supervise all Stacking & Storage<br>Written Proof of Competence of above appointee available<br>on Site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |
| Construction.<br>Regulation 31/<br>Environmental<br>Regulation 9                                                          | *Designation of a Person<br>to<br>Co-ordinate Emergency<br>Planning<br>And Fire Protection                         | Person/s with specific knowledge and experience<br>designated to co-ordinate emergency contingency<br>planning and execution and fire prevention measures<br>Emergency Evacuation Plan developed:<br>- Drilled/Practiced<br>- Plan & Records of Drills/Practices available on Site<br>Fire Risk Assessment carried out<br>All Fire Extinguishing Equipment identified and on register.<br>Inspected weekly. Inspection Register kept<br>Serviced annually                                                                                                                                                                                                                                                                                                                     |        |
| Construction.<br>Regulation 32/<br>General Safety<br>Regulation 3                                                         | *First Aid                                                                                                         | Every workplace provided with sufficient number of First<br>Aid boxes. (Required where 5 persons or more are<br>employed)<br>First Aid freely available<br>Equipment as per the list in the OH&S Act.<br>One qualified First Aider appointed for every 50<br>employees. (Required where more than 10 persons are<br>employed)<br>List of First Aiders and Certificates<br>Name of person/s in charge of First Aid box/es displayed.<br>Location of F/Aid box/es clearly indicated.<br>Signs instructing employees to report all<br>Injuries/illness including first aid injuries                                                                                                                                                                                              |        |
| Construction.<br>Regulation 33/<br>General Safety<br>Regulation 2                                                         | Personal Safety<br>Equipment (PSE)                                                                                 | PSE Risk Assessment carried out Items<br>of PSE prescribed/use enforced<br>Records of Issue kept<br>Undertaking by Employee to use/wear PSE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |        |

| Section/Regulation                                                          | Subject                                                    | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Yes/No |
|-----------------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Construction.<br>Regulation 34/<br>General Safety<br>Regulation 9           | *Inspection & Use of<br>Welding/Flame Cutting<br>Equipment | Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment<br>Written Proof of Competence of above appointee available on Site<br><br>Equipment identified/numbered and entered into a register<br>Equipment inspected monthly. Inspection Register kept                                                                                                                                                                                                                   |        |
| Construction.<br>Regulation 35/<br>Hazardous Chemical<br>Substances (HCS)   | *Control of Storage &<br>Usage of HCS                      | Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out<br>Register of HCS kept/used on Site                                                                                                                                                                                                                                                                                                    |        |
| Construction.<br>Regulation 36/Vessels<br>u n d e r Pressure<br>Regulations | Vessels under Pressure<br>(VUP)                            | Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's<br>Written Proof of Competence of above appointee available on Site<br>Risk Assessment carried out<br>Certificates of Manufacture available on Site<br>Register of VUP's on Site<br>Inspections & Testing by Approved Inspection Authority (AIA):<br>- after installation/re-erection or repairs<br>- every 36 months.<br>- Register/Log kept of inspections, tests. Modifications & repair |        |
| Construction.<br>Regulation 37                                              | Construction Vehicles &<br>Earth Moving Equipment          | Operators/Drivers appointed to:<br>- Carry out a daily inspection prior to use<br>- Drive the vehicle/plant that he/she is competent to operate/drive<br>Written Proof of Competence of above appointee available on Site<br>Record of Daily inspections kept                                                                                                                                                                                                                                                                                         |        |
| Construction.<br>Regulation 38/<br>General Safety<br>Regulation 13D         | *Inspection of Ladders                                     | Competent person appointed in writing to inspect Ladders<br>Ladders inspected at arrival on site and monthly there after.<br>Inspections register kept                                                                                                                                                                                                                                                                                                                                                                                                |        |
| Construction.<br>Regulation 39/<br>General Safety<br>regulation 13B         | Ramps                                                      | Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.                                                                                                                                                                                                                                                                                                                                                                                                                                      |        |

## **ANNEXURE 2**

### **GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN**

#### **1. Project Background**

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Employer is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Employer and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

#### **2. Framework for an Occupational Health and Safety Plan**

##### **2.1 Introduction**

The Principal Contractor has to demonstrate to the Employer that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *"Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.*
- *Proof of induction and other training of employees*
- *Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

##### **2.2 Contents of an Occupational Health and Safety Plan**

###### **2.2.1 Occupational Health and Safety Management Programme**

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

###### **2.2.2 Communication and Management of the Work**

- Management structure and responsibilities

- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
  - Regular liaison between parties on site
  - Consultation with the workforce
  - The exchange of design information between the Employer, engineer, supervisors and contractors on site
  - Handling design changes during the project
  - Selection and control of contractors
  - The exchange of Occupational Health and Safety information between all contractors
  - Security
  - Site induction and onsite training
  - Facilities and first-aid
  - The reporting and investigation of accidents and incidents
  - The production and approval of risk assessments and method statements
  - Site OH&S rules
  - Fire and emergency procedures
  - Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident
  - and incident investigations and committee meetings
  - Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

### 2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- **Safety risks**
  - Services, including temporary electrical installations
  - Preventing employees from falling into excavations, from trucks etc.
  - Work with, on or near fragile materials
  - Control of lifting operations
  - The maintenance of plant and equipment
  - Poor ground conditions

- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified
- Health risks
  - Storage and use of hazardous chemical substances
  - Dealing with contaminated land or material
  - Manual handling
  - Reducing noise and vibration
  - Provision of adequate lighting
  - Ventilation considerations
  - Extreme heat and cold temperature considerations
  - Dealing with HIV/Aids, Covid 19 and other illnesses
  - Provision of and maintaining ablution and eating facilities
  - Other significant health risks as and when identified

#### **2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual**

The following are some of the requirements to be addressed:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Employer at completion of project

- ***Suggested Contents of an OH&S File/Manual***

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandataries

- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

## **ANNEXURE 3**

### **GUIDE TO RISK ASSESSMENT**

#### **1 . HOW TO DO IT ?**

#### **2. Steps to Effective Risk Assessment**

- Step 1 : Identifying the hazards  
Step 2 : Aim to identify major hazards, don't waste time on the minor & detail  
Step 3 : Involve as many people as possible in the process especially those at risk  
Step 4 : Gather all the information and analyse it  
Step 5 : Look at what actually occurs including non-routine operations  
Step 6 : Use a systematic approach to ensure all hazards are adequately addressed  
Step 7 : Assess the risks arising taking into account the effectiveness of controls  
Step 8 : Ensure the process is practical and realistic  
Step 9 : Always record the assessment in writing including assumptions and why

#### **3 . HOW SERIOUS IS IT?**

##### **PROBABILITY**

- A Common  
B Has Happened  
C Could Happen  
D Not Likely  
E Practically impossible

##### **CONSEQUENCES**

- 1 Fatality or permanent disability  
2 Major injury  
3 Average Lost Time Injury  
4 Minor Injury  
5 Medical Treatment or less

##### **PROBABILITY**

|           |   | PROBABILITY |   |   |   |   |
|-----------|---|-------------|---|---|---|---|
|           |   | A           | B | C | D | E |
| SEQUENCES | 1 | 1           | 2 | 3 | 4 | 5 |
|           | 2 | 2           | 3 | 4 | 5 | 6 |
|           | 3 | 3           | 4 | 5 | 6 | 7 |
|           | 4 | 4           | 5 | 6 | 7 | 8 |
|           | 5 | 5           | 6 | 7 | 8 | 9 |

Risk Rating:

- 1 – 3 = Serious  
4 - 5 = High  
6 – 7 = Moderate  
8 – 9 = Acceptable

##### **● ACTION**

- Immediate (within 1 week)  
Within 1 month  
> 4 weeks  
No action

## LIST OF RISK ASSESSMENTS AVAILABLE (as at 2003.07.07)

Access Towers  
 Acid Washing  
 Aggregate/Sand Delivery  
 Angle Grinder  
 Arc Welding  
 Armco Barriers - installation  
 Assem. of elements by boilermaker  
 BackFilling  
 Bag Filling  
 BandSaw  
 Banksman  
 Batch Plant  
 Bench Grinder  
 Bin Scraper  
 Block Feeder  
 Block Machine  
 BoomScraper  
 Bricks —Laying of  
 Brickwork  
 Bulk Earthworks  
 Cement Spray Truck  
 Clearing & Grubbing of Area/Site  
 Compr. Gas Cylinders-handling  
 Compressors —Air  
 Concrete placing of (1)  
 Concrete placing of (2)  
 Confined Spaces Working in  
 Conveyors  
 Cutting of Earthworks  
 David Arm  
 Deck Panels— placing  
 Depalletor Operator  
 Diss. Assembly Rejects  
 Distribution Boards —Electrical  
 Drivers —of Vehicles  
 Dry Tile Deracking  
 Dumpers - Concrete  
 Electrical Installation —Maintenance of  
 Elevated Positions  
 Erecting —Instal/ Shutters  
 Excavations (1)  
 Excavations (2)  
 Explosive Powered Tools  
 Finger Car  
 Fire Fighting Prevention Fire  
 Prevention & Protection  
 Formwork  
 Friction Saw  
 Front End Loader  
 Fuel Supply  
 Gas Cylinders —Handling of  
 Gas Welding-cutting oper.  
 Gas Welding-cutting operations  
 Guillotine  
 Hand & Spray Painting  
 Hand ToolsJacking —with Hydraulic Pump  
 Hanging scaffolding  
 Hauling  
 High cut operations  
 Jacking Hydraulic Pump (1)  
 Jacking Hydraulic Pump (2)  
 Kerb Laying

Landscaping  
Lathe  
Layering of (Road work) Materials  
Layering Process  
Laying Kerbs  
Laying of stormwater drains  
Levelling of materials  
Lifting Concr. Beams on to trailers  
Loading supervisor  
Loading/Unloading - of Trucks  
Loffels —placing/laying  
Machine operator  
Making of steel items  
Material delivery  
Materials Handling  
Mixer operator  
Mobile Cranes  
Pedestal Drill  
Pedestal Grinder  
Placing Concrete  
Plastering  
Portable Electric Drill  
Portable Electric Tools  
Portable Ladders  
Post Tensioning  
Radial Arm Drill  
Refuelling Vehicles/Plant  
Reinforcing Steel —placement (1)  
Reinforcing Steel —placement (2)  
Road Traffic Signs —placement of  
Roadworks - Deviations  
Roof Truss erection  
SandBlasting  
Scaffolding Shuttering  
Erection —  
Shuttering —Stripping  
Site Establishment (1)  
Site Establishment (2)  
SkillSaw  
Spray Painting  
Stormwater pieps - laying  
Structural Steel —Erection  
Structural Steel —Laydown  
Surveying  
Suspended Scaffolds  
Termite Proofing  
Tile Machine  
Tile stacking  
Timber Feeder  
Tower Cranes  
Traffic Accommodation  
Traffic Control/Regulation  
Trench Excavation  
Use of angle grinder  
Use of Port. Elec. Tools.  
Wet tile racking  
Work confined spaces Work  
in Elevated Positions  
Working Platforms  
Workshops

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Part C3-Scope of Work  
C3.6 – Annexure A

**RISK ASSESSMENT: SITE ESTABLISHMENT**

TYPE OF WORK

•

DATE

ASSESSMENT PERFORMED BY:

•

•

| Step No. | Activity Rules                                                                                                                                                                                              | What can cause injury/damage ?                                                    | Result of cause (injury/damage)                           | Preventative Measures (tools, PPE, equipment)                                                                                                          | Controls (test, check list)                                                                                      | Weights |  |  |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------|--|--|
| 1.       | Access to be a main consideration when positioning offices, stores and parking areas on site during planning stage. Possible one way traffic to be introduced                                               | Restricted access to parking and delivery areas to storage areas.                 | Damage to transport and plant                             | Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site. | Site Agent to check layout Drg. To compare with OHS Act requirements and whether they are to Concor's standards. |         |  |  |
|          | Oxygen and acetylene store to be a minimum distance of five metres away from other buildings. It needs to be well ventilated and have a roof to keep direct exposure to the sun.                            |  | Damage to property and plant.<br>Health of employees      | See item 1.                                                                                                                                            | See item 1.                                                                                                      |         |  |  |
| 3.       | Diesel tanks to be a distance of 10 metres away from any building and parking areas. A slab with a bund wall capable of carrying 110% of the tank capacities must be constructed for the tanks to stand in. | Fire may spread to adjacent buildings and plant if is too close.                  | Burns on all parts of body. Damage to plant and property. | See item 1. Persons in charge of tanks should be inducted regarding all the hazards involved and how to control them                                   | See item 1. Supervisor to monitor on an ongoing basis if rules are complied with                                 |         |  |  |

|          |                                                                                              |                                                                                                       |                                                | Part C3-<br>C3.6 – Annexure A                 | Scope of Work                                                                   | Weights |  |  |
|----------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------|---------|--|--|
| Step No. | Activity Rules                                                                               | What can cause injury/damage?                                                                         | Result of cause (injury/damage)                | Preventative Measures (tools, PPE, equipment) |                                                                                 |         |  |  |
|          | Lay down areas to be sufficient in size. timber poles to be available to stack materials on. | With inadequate space various materials will be stacked on top of each other causing unstable stacks. | Injury to persons loading unloading materials. |                                               | Site manager to check that board has been erected.                              |         |  |  |
|          | Toilets are to be well ventilated                                                            | No ventilation in toilets may cause germs to propagate.                                               | Possible health problems due to germs.         | Extraction fans to be fitted if required.     | Site agent to discuss with Foreman regarding his requirement at planning stage. |         |  |  |
|          |                                                                                              |                                                                                                       |                                                |                                               | Supervisor to check if he is satisfied with ventilation.                        |         |  |  |

| Step No. | Activity Rules                                                                                                                                                                       | What can cause injury/damage?                                                            | Result of cause (injury/damage)                     | Preventative Measures (tools, PPE, equipment)                                                                                                 | Controls (test, check list) During erection & ongoing                                   | Weights |        |     |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------|--------|-----|
| 4.       | All cables from distribution board to offices, store and for security to be under-ground. The distribution board is to stand on a firm level base and should be locked at all times. | Damaged cables loose wires exposed.                                                      |                                                     |                                                                                                                                               |                                                                                         | Safety  | Health | RIA |
|          | Security fencing minimum height of 1.8 meter around site area together with two double gates.                                                                                        | Theft of property. Access to unauthorized persons.                                       | Loss of property. Injury to persons                 | Security guards to be appointed to keep watch.                                                                                                | Supervisor to tug system to control ni place                                            |         |        |     |
| 6.1      | Services to be available during site establishment.                                                                                                                                  | Not having the essential services at hand.                                               | Health of employees. Loss of property through fire. | 6.1 to 6.5 are to be included on first order placed for contract. Dry chemical powder ABCDE fire extinguishers to be ordered 4 off for start. | Site Agent to see that these requirements are on site from start of site establishment. |         |        |     |
| 6.2      | Fire fighting equipment.                                                                                                                                                             |                                                                                          |                                                     |                                                                                                                                               |                                                                                         |         |        |     |
| 6.3      | First aid boxes.                                                                                                                                                                     |                                                                                          |                                                     |                                                                                                                                               |                                                                                         |         |        |     |
| 6.4      | First aider.                                                                                                                                                                         |                                                                                          |                                                     |                                                                                                                                               |                                                                                         |         |        |     |
| 6.5      | Drinking water.                                                                                                                                                                      |                                                                                          |                                                     |                                                                                                                                               |                                                                                         |         |        |     |
|          | Toilets.                                                                                                                                                                             |                                                                                          |                                                     |                                                                                                                                               |                                                                                         |         |        |     |
|          | Water tank tower to consist of very well cross braced pipe structure standing on concrete base.                                                                                      | Badly constructed water tower under designed structurally could cause tower to collapse. | Injury to persons. Damage to property               | Supervisor to erect as per design office specifications.                                                                                      |                                                                                         |         |        |     |

10. — Allow sufficient space for laydown area during planning stage of site layout. Access to be considered important.

## RISK ASSESSMENT

## ON2 (PLANT & MANUAL)

TYPE OF WORK \_\_\_\_\_

DATE \_\_\_\_\_

ASSESSMENT PERFORMED BY: \_\_\_\_\_

| Step No | Activity Rules                                                                                                                                               | What can cause injury/damage                                              | Result of cause (injury/damage)                                                                                                                                                                      | Preventative measures (tools, PPE, equipment)                                                       | Controls (test, checks)                                                               | Weights |        |        |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------|--------|--------|
|         | When using a machine to excavate, observe the following:                                                                                                     |                                                                           |                                                                                                                                                                                                      |                                                                                                     |                                                                                       | Safety  | Health | Finan. |
| 1       | Operator must ensure there are no employees working in this area.                                                                                            | Employees not visible of operate moving machine.                          | An injury to all parts of the body and as well as more serious fatal injuries.                                                                                                                       | Operator must work under close supervision. He must inspect the work area prior to commencing work. | Supervisor to ensure employees are informed and operator works under his supervision. |         |        |        |
| 2       | Machine not to operate while employees are working in same excavations.                                                                                      | Danger of injury of employee by machine.                                  | Bruises, scratches, fractures and fatal.                                                                                                                                                             | Supervisor must instruct operator when to commence work.                                            | Supervisor to control and enforce procedure.                                          |         |        |        |
| 3       | All excavated materials must be discharged not closer than 2m from the edge of the excavation. When excavating manually, observe the following. See original | Materials can fall onto employees and the excavation may need extra work. | Injuries to employees and the excavation may need extra work.                                                                                                                                        | Supervisor must instruct operator where to place discharged soil and gravel.                        | Supervisor to control.                                                                |         |        |        |
| 4       | Using a pick and a shovel.                                                                                                                                   | Unsafe use of a pick or a shovel.                                         | Injury to employees.                                                                                                                                                                                 | Induct employees on safe working procedures.                                                        | Supervisor and charge hand to control.                                                |         |        |        |
| 5       | Check sides of excavations.                                                                                                                                  | Unstable / loose material causes unsafe condition.                        | Injury to employees and damage to excavations.                                                                                                                                                       | Supervisor to inspect sides on a regular basis.                                                     | Supervisor / charge hand to control.                                                  |         |        |        |
| 6       | Excavated material to be placed away from side of excavation.                                                                                                | Materials can fall onto employees when working inside the excavation.     | Bruises, scratches, fractures and fatal.                                                                                                                                                             | Employees to be instructed not to place loose soil on edge of the excavation.                       | Supervisor to control.                                                                |         |        |        |
| 7       | All excavations deeper than 1,5 m must have an access ladder available for employees to get into and out of the excavation safely.                           | Employees not able to enter or exit the excavation safely.                | In case of an emergency too many employees may be buried as a result of inadequate access. Employees may also strain muscles to get into or out of an excavation without safe and convenient access. | Providing a ladder makes access into and out of the excavation area easy and safe.                  | Supervisors to ensure employees are given safe and convenient access to excavations.  |         |        |        |

Part C3-Scope of Work  
 C3.6 – Annexure A

|   |                                                                             |                                                                                                                |                                                                            |                                                                                         |                                       |  |  |  |
|---|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------|--|--|--|
| 8 | Sides of excavation to be shored (if necessary) and barricaded immediately. | Sides may collapse. Employees may NOT BE AWARE OF THE EXCAVATION AND FALL INTO IT.                             | Damage of the excavation. Injury of employees,                             | Put adequate shoring and strong physical barricades in place immediately.               | Supervisor and chargehand to control. |  |  |  |
| 9 | Excavations must be backfilled as soon as possible after excavation.        | Excavations could collapse. Employees could trip and fall in. Vehicles and machinery could damage excavations. | Damage to excavations. Injury to employees. Damage to plant and machinery. | Keep area barricaded with a strong physical barricade and backfill as soon as possible. | Supervisor and chargehand to control. |  |  |  |

## ANNEXURE B: EPWP SPECIFICATIONS

### PA: EPWP LABOUR INTENSIVE SPECIFICATION

#### PA1. LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors having a CIDB contractor grading designation of **6CEPE/7CE** and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

| Personnel                                                                                            | NQF level | Unit standard titles                                                                              | Skills programme description                       |
|------------------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Team leader / supervisor                                                                             | 2         | Apply Labour Intensive Construction Systems and Techniques to Work Activities                     | This unit standard must be completed, <b>and</b>   |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards                  |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services |                                                    |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures            |                                                    |
| Foreman/ supervisor                                                                                  | 4         | Implement Labour Intensive Construction Systems and Techniques                                    | This unit standard must be completed, <b>and</b>   |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage | any one of these 3 unit standards                  |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services |                                                    |
|                                                                                                      |           | Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures            |                                                    |
| Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site) | 5         | Manage Labour Intensive Construction Processes                                                    | Skills Programme against this single unit standard |

**PA2. EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

**PA2.1 Requirements for the sourcing and engagement of labour**

Part C3-Scope of Work  
C3.6-Annexure B

PA2.1.1 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.

PA2.1.2 The rate of pay set for the EPWP is R 200 per task or per day.

PA2.1.3 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.

PA2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of (3).

PA2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

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

PA2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b ) 20% youth who are between the ages of 18 and 25; and
- c ) 2% on persons with disabilities.

**PA2.2 Specific provisions pertaining to SANS 1914-5**

**PA2.2.1 Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

**PA2.2.2 Contract participation goals**

- a ) There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- b ) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

**PA2.2.3 Terms and conditions for the engagement of targeted labour**

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

PA2.2.4 Variations to SANS 1914-5

- a) The definition for net amount shall be amended as follows:
- b) Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- c ) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

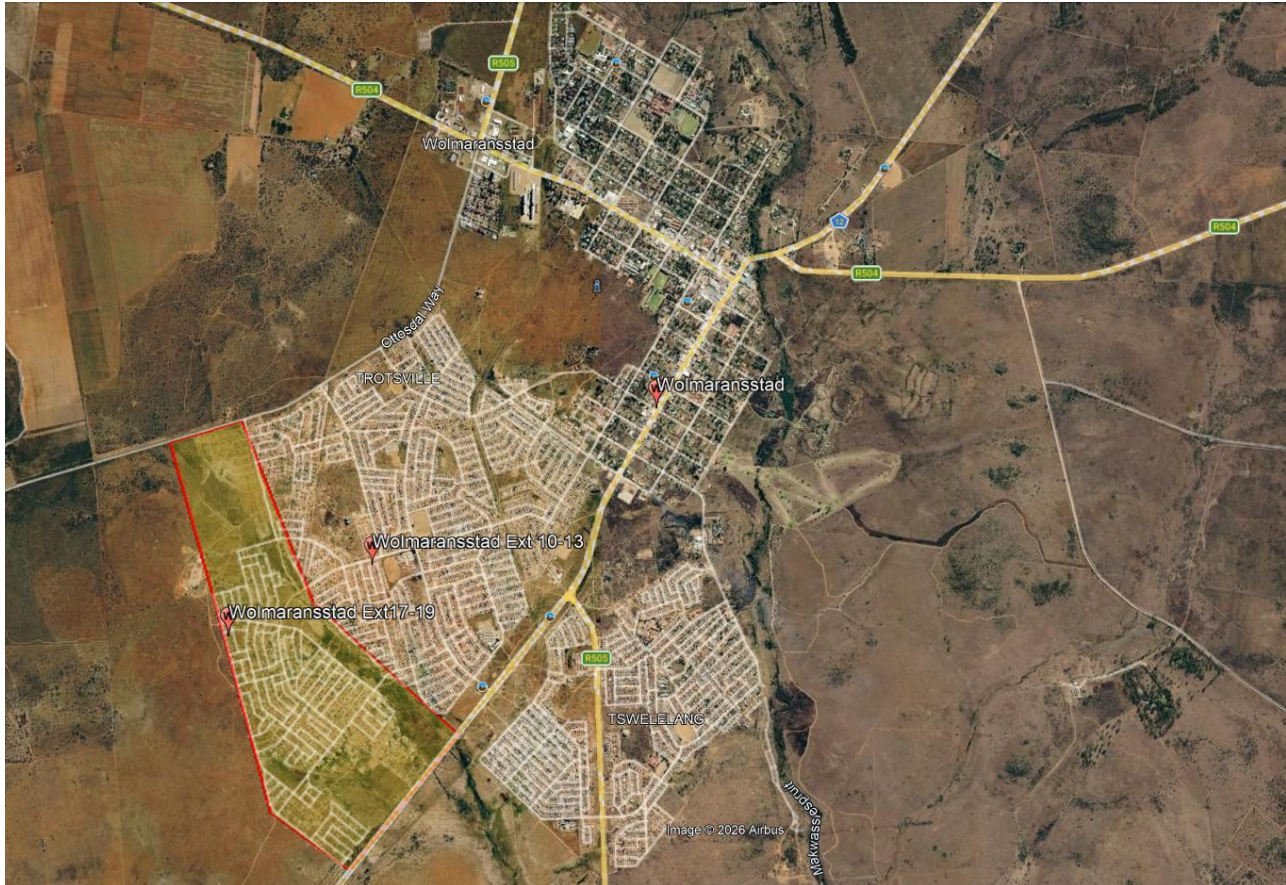
PA2.2.5 Training of targeted labour

- a ) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- c) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.
- d) Proof of compliance with the requirements of (a) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

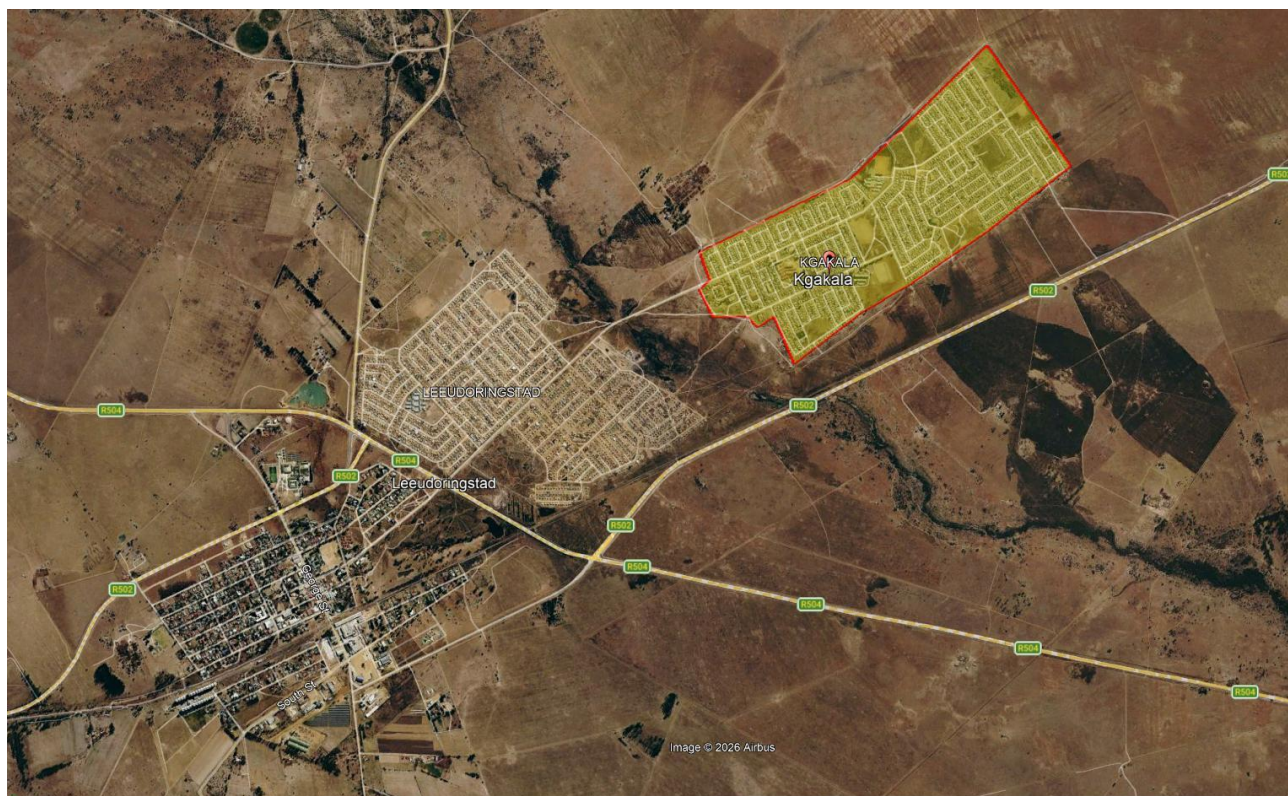
## ANNEXURE C: LOCALITY PLAN

### Wolmaransstad / Kgakala / Lebaleng Boreholes

Wolmaransstad Ext. 17-19 Start point: 27°13'21.07"S 25°56'55.79"E



Kgakala Start point: 27°13'5.21"S 26°16'7.20"E



Lebaleng Start point: 27°19'40.14"S 25°58'18.07"E





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## ANNEXURE E: TENDER DRAWINGS

- |    |                      |                                                 |
|----|----------------------|-------------------------------------------------|
| 1. | NW404/20/8,7,15/35/1 | LOCALITY PLAN                                   |
| 2. | NW404/20/8,7,15/35/2 | WOLMARANSSTAD EXT. 17 BOREHOLES SCOPE OF WORK   |
| 3. | NW404/20/8,7,15/35/3 | LEBALENG BOREHOLES SCOPE OF WORK                |
| 4. | NW404/20/8,7,15/35/4 | KGAKALA BOREHOLES                               |
| 5. | NW404/20/8,7,15/35/5 | THRUST BLOCK DETAILS & GRAPHS                   |
| 6. | NW404/20/8,7,15/35/6 | TYPICAL WATERMARKER PIPE & CABLE CROSSINGS      |
| 7. | NW404/20/8,7,15/35/7 | TYPICAL ELEVATED TANK & COMMUNAL TAP DETAILS    |
| 8. | NW404/20/8,7,15/35/8 | CONCRETE PUMP HOUSE LAYOUT PLAN & FENCE DETAILS |
| 9. | NW404/20/8,7,15/35/9 | PROJECT NAME BOARD                              |

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspection s, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>17. Prices</b>                               | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>18. Contract amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>19. Assignment</b>                           | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>20. Subcontracts</b>                         | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>21. Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination  
for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement  
of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation  
of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

|                                                           |                           |             |                                                                                                                                                     |
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| <b>33.<br/>Industrial<br/>Participation<br/>Programme</b> | <b>National<br/>(NIP)</b> | <b>33.1</b> | The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
|-----------------------------------------------------------|---------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|