



**THEMBISILE HANI LOCAL MUNICIPALITY**

**PROJECT NO: THLM/SCM06/2022-2023/SF01**

**CIDB REF: 100078802**

**CIDB GRADING: 6CEPE/ 7CE**

**CLOSING DATE: 06 OCTOBER 2022**

**UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1**

**TENDER DOCUMENT**

**ISSUED BY:** Thembisile Hani Local Municipality

Private bag X4041

Mpumalanga

0458

**CONTACT:** THLM Project Manager: 013 986 9201/9173

THLM SCM: 013 986 9187/9141

PREPARED BY:



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**SUITE 101, THE OFFICE PARK, 90 SCHOEMAN STREET, POLOKWANE, 0699**

**NAME OF TENDERER:.....**

**CIDB REGISTRATION NUMBER: .....**

**CSD REGISTRATION NUMBER: .....**

**TENDER AMOUNT: .....**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# THEMBISILE HANI LOCAL MUNICIPALITY



PROJECT No: THLM/SCM06/2022-2023/SF01

## UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## THEMBISILE HANI LOCAL MUNICIPALITY



PROJECT No: THLM/SCM06/2022-2023/SF01

UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

### TENDERING PROCEDURES

#### THE TENDER

##### Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## THEMBISILE HANI LOCAL MUNICIPALITY



### PROJECT No: THLM/SCM06/2022-2023/SF01 UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

#### **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Thembisile Hani Local Municipality invites bids from suitably qualified tenderers who meet the prescribed requirements for the **PROJECT No: THLM/SCM06/2022-2023/SF01 UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1**. It is estimated that tenderers must have a CIDB contractor grading designation of **7CE/6CEPE or higher**.

Tender documents will only be available on E-tender portal from the **01<sup>st</sup> September 2022** and hard copy tender documents may be obtained from Thembisile Hani Local Municipality at the Municipal cashier's offices during working hours (Monday to Friday) from the **01<sup>st</sup> September 2022** between **09h00am** and **15h30pm**, upon payment of a non-refundable fee of **R1343.00** per document. Only bank guaranteed cheques will be accepted and must be made payable to Thembisile Hani Local Municipality.

A compulsory briefing session will be held on the **06<sup>th</sup> September 2022** at **14h00pm** at Thembisile Hani Municipal Shelter.

Bidders are requested to liaise with the Thembisile Hani Local Municipality Technical and SCM offices for clarity.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender document. Complete Bid document, fully priced, fully signed, fully initialled on all pages and all documents required attached must be submitted sealed in an envelope marked with tender number in the bid Box of Thembisile Hani Local Municipality Office in Kwaggafontein not later than **12H00pm** on the **06 October 2022**.

The Tenders shall remain valid for a period of **120 days** from the closing date. Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Please take note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on the official letterhead, confirming on behalf of the company the full details of the specific bid/bids to be collected and payment of the full amount payable for the bids is required.

The council reserves the right to either accept the whole or part of any bid, or not to appoint. Facsimiles or e-mailed documents will not be accepted. No awards will be made to a person who:

- Is in the service of the state
- If that person is not a natural person, of which any director, manager, principle shareholder or stakeholder is a person in the service of the state
- Who is an advisor or consultant contracted with the municipality or municipal entity.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Thembisile Hani Local Municipality. The lowest or any tender will not necessarily be accepted, and Thembisile Hani Local Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part. Service Providers must be registered on the Central Supplier Database (CSD). **Tenders must only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



A Preferential Point system shall apply whereby a contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Thembisile Hani Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE Status Level of Contribution.

Preferential Procurement Regulation 2017,9 (1-2) on the sub-contracting as condition of tender must be adhered to a minimum of 30% on the value of projects above R30 million.

Procurement related enquiries may be directed to the Supply Chain Management Unit from the Thembisile Hani Local Municipality to: Ms. L.S. Sehlako Tel: (013) 986 9187 Email: [SehlakoL@thembisilehanilm.gov.za](mailto:SehlakoL@thembisilehanilm.gov.za) and Ms. F. Ntuli Tel: (013) 986 9141 Email: [NtuliF@thembisilehanilm.gov.za](mailto:NtuliF@thembisilehanilm.gov.za) while Technical enquiries may be directed to Mr. T. Maphutha, Tel: (013) 986 9201 and Mr. F. Baloyi on (010) 880 0138.

**CLOSING DATE: 06 October 2022**

**Mr. M.S Tsebe**  
**Acting Municipal Manager**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 1. T1.2: TENDER DATA

### Clause

#### C.1 General

##### C.1.1 Actions

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

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

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or  
incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### C.1.4 Communication.

The Employer's Representative is;

<u>Accounting Officer</u>	<u>Procurement Enquiries</u>	<u>Technical Enquiries</u>
Mr. M.S. Tsebe Private Bag X 4041 eMpumalanga 0458 Tel: (013) 986 9100	Supply Chain Unit Private Bag X 4041 eMpumalanga 0458 Tel: (013) 986 9187/9141	Phamela Engineering Services (Pty) Ltd Mr F. Baloyi- Pr. Eng. 90 Schoeman Street The Office Park, Unit 101 Polokwane 0699  Tel: (010) 880 0138/ 015 295 2059  E-mail: <a href="mailto:phamelaengineering@gmail.com">phamelaengineering@gmail.com</a> / <a href="mailto:admin@phamelaeng.co.za">admin@phamelaeng.co.za</a>

Attention is drawn to the fact that verbal communication given by the employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offers communicated on paper shall be submitted as original. 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

In the event that no correspondence or communication is received from the THLM within hundred and twenty (**120**) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.

#### C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## **C.1.6 Procurement procedures**

### **C.1.6.1 General**

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

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

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

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

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

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

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## C.2 Tenderer's Eligibility

### C.2.1 Eligibility

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, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **7CE/6CEPE or higher** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the **7CE/6CEPE or higher** class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
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 **7CE/6CEPE or higher** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry.

Only tenderers who are registered on the **Central Supplier Database (CSD)**, compliant with **COIDA** and **UIF** are eligible to submit tenders.

- C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his/her principals, is not under any restriction to do business with employer.
- C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### C.2.2 Cost of tendering

The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

- C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### C.2.3 Check documents

The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**Thembisile Hani Local Municipality reserves the right to request the bidder to submit original documents (as detailed in the proposed key personnel of the tender document and but not limited to, company CK document, qualifications of key personnel, as well as the B-BBEE certificate or sworn-in affidavit) for review and certification by its Commissioner of Oath.**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

**In submitting any information or documentation requested in this tender or any other information that may be requested pursuant to this Tender, you are consenting to the processing by THLM or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify THLM against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.**

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

A compulsory briefing session will be held on the **06<sup>th</sup> September 2022 at 14h00pm at the Thembisile Hani Municipality Shelter.**

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender**

C2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

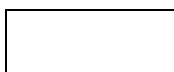
C2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C2.20.3 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.

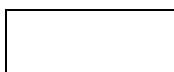
C2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to the tender documents.**

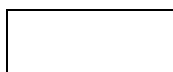
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the



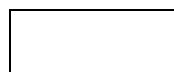
Tenderer



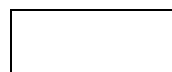
Witness 1



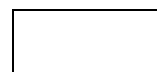
Witness 2



Employer



Witness 1



Witness 2



tender offer shall initial all such alterations.

**C.2.12 Alternative tender offer.**

No alternative tender offers will be considered or accepted.

**C.2.13 Submitting the tender offer:**

No tender document will be considered unless submitted on Council's official tender document.

Return all the returnable documents to the employer after completing them.

Tenders must be deposited in the tender box clearly marked with the project description.

Location of tender box: Thembisile Hani Local Municipality office Kwaggafontein

Physical Address: **Thembisile Hani Local Municipality, Stand no. 24, Opposite Police Station, Kwaggafontein C, Mpumalanga, 0458.**

Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered.

All tenders received by Thembisile Hani Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.

**C.2.15 Closing Time:**

The time and location for opening of the tender offers are:

Closing Time: **12h00pm**

Closing Date: **06 October 2022**

Location: Thembisile Hani Local Municipality  
Stand No. 24  
Corner SAPS Police Station  
Kwaggafontein C  
Mpumalanga  
0458

After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such a process until the award of the tender has been announced by THLM.

**C.2.16 Tender offer validity**

The tender offer validity period is **120 days** from the closing date.

**C.2.17 Tender clarification after submission**

A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### C.3.11 Tender evaluation points

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

Preference points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

#### Evaluation of tenders

The tenderer's notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of THLM.

The following steps will be followed in evaluation;

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by tenderers.
5. Determination of expertise and experience of tenderers.
6. Awarding of points for financial offer.
7. Ranking of tenderers according to the total points

Performance of risk analysis by checking the credit record of the tenderers

#### Evaluation criteria

The procedure for the evaluation of responsive bids will be on the average of the previous three projects which the firm was involved in for construction projects. Reference of clients including THLM must be provided.

Tenders are adjudicated in terms of THLM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

#### Technical adjudication and general criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with tender conditions
- Technical specifications

If the tenderer does not comply with the Tender Conditions, the tenderer may be rejected. If technical specifications are not met, the tender may also be rejected.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



With regard to the above, certain actions or errors are unacceptable and warrant REJECTION OF THE TENDER, for example:

- If a valid Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has not been submitted.
- Pages to be completed are removed from the tender document and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tempered with or it is un-bound or unbundled.
- Scratching out without initialing next to the amended rates or information.
- Writing over / painting out rates / the use of Tippex (correction fluid) or any erasable ink, e.g. pencil.
- Attaching required documents which are older than three months before the date of the closing.
- The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory”.
- A resolution by the Board of Directors of the company authorizing the tenderer to sign the tender document on behalf of the company. No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The tenderer’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The tender has been submitted after the relevant closing date and time.
- Failure to complete and sign Form of Offer and Acceptance
- If any municipal rates and taxes or municipal service charges owed by that tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.

If any tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory.

**Size of enterprise and current workload**

- Evaluation of the tenderer’s position in terms of:
- Previous and expected current annual turnover
- Current contractual obligations

**Capacity to execute the contract**

**Staffing profile**

**Evaluation of the tenderer’s position in terms of:**

- Staff available for this contract being Tendered for

**Qualifications and experience of key staff to be utilized on this contract.**

**Proposed key personnel**

In this part of the tender, the tenderer shall also supply Curriculum Vitae (CVs) for the staff available named and working on full time basis for the tenderer. The CVs should follow the normal Professional Format as used by Professional Service Providers.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Much importance will be placed on the experience of the staff proposed. The tenderer must ensure that, if selected, the nominated staff are assigned as proposed. Failure to do so may result in the annulment of any acceptance of the tenderer's proposal and/ or agreement entered into by the client for the execution of the services.

#### **Previous experience**

The procedure for the evaluation of responsive bids will be on the average of the three projects where the firm was involved. Reference of clients other than THLM must be provided.

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last three (3) years.

Evaluation of the tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size

Some or all of the references will be contacted to obtain their input.

The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.

#### **Financial ability to execute the contract:**

Evaluation of the tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

Audited financial statements for three (3) years in case the total cost of the project charged is above R10 Million.

Good standing with the SA Revenue Services

Determine whether a valid tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.

If the tender does not meet the requirements contained in the THLM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

#### **Penalties**

Thembisile Hani Local Municipality will, if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the tenderer.
- Impose a financial penalty at the discretion of the Council.

Restrict the contractor, its shareholders and directors on obtaining any business from Thembisile Hani Local Municipality for a period of 5 years.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





### C.3.13 Acceptance of tender offer

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

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

### F.1. Declaration Certificate for Local Production and Content for Designated Sectors

Failure to complete and comply with the minimum threshold of MBD 6.2, Annexure C, D & E for Local Content will be an automatic disqualification. Tenderers must ensure that products/materials supplied are manufactured/produced locally. Tenderers must also ensure that imported products/material are exempted by the Department of Trade and Industry (DTI).

### F.2. The employer's right to accept or reject any tender offer

The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Thembisile Hani Local Municipality.

### Evaluation Method 4

Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.

### FORM EVALUATION SCHEDULE: TENDER COMPLIANCE

#### Tender Compliance by the Contracting Firm

It must be noted that a total of **55 points** must be obtained by the Contracting Firm in relation to the requirements as mentioned on the table below failure which a tender shall be automatically eliminated from any further evaluation.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Delegation of Authority (Note 01)	Delegation of Authority for Signatory signed by the Directors and/or Shareholders nominating representative on the project	Yes	5	
Completing tender document (Note 02)	Must initial every page in the tender document, sign and fill the tender document in full	Yes	5	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Company registration (Note 03)	Proof of company registration with Company Intellectual Property Registration Office (CIPRO/ CIPC) and proof of shareholding	Yes	5	
SARS tax verification PIN (Note 04)	Proof of a valid Tax Registration and compliance PIN from South African Revenue Service (SARS) must be attached	Yes	5	
COIDA Certificate (Note 05)	Proof of a valid letter of Good Standing/ Letter to Tender from the Compensation Commissioner must be attached	Yes	5	
UIF (Note 06)	Proof of a valid letter of registration and compliance with the Unemployment Insurance Fund must be attached	Yes	5	
Compulsory attendance of tender briefing session (Note 07)	Must be represented at the compulsory tender briefing/site inspection	Yes	5	
CSD Summary Report (Note 08)	A copy of the CSD Summary Report of the company which is not older than one (01) month must be attached	Yes	5	
CIDB Grading (Note 09)	A copy of confirmation of the CIDB grading of Contractor grading designation equal to <b>7CE/6CEPE or higher</b> of construction work which is not older than one (01) month must be attached.	Yes	5	
Municipal account (Note 10)	A statement of municipal account which does not owe municipal services for more than 90 days must be attached	Yes	5	
Audited Financial Statement (Note 11)	Proof of three years audited financial statements with audit report must be attached.	Yes	5	
<b>Total 55 points</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Note 01: Delegation of Authority**

In case of a Company, a delegation of Authority signed by the Consulting Firm's Board of Directors nominating a Team Leader as a delegated and authorized Signatory must be attached. In case of a Closed Corporation, a delegation of Authority signed by the Contracting Firm's majority Shareholders nominating a Team Leader as a delegated and authorized Signatory must be attached. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

**Note 02: Completing tender document**

As stipulated in the tender rules or in addition thereto, a tender document shall be completed in full with all the provided spaces signed, every page initialled accordingly and required documentation attached. Failure, which shall warrant an automatic elimination of tender from any further evaluation.

**Note 03: Company registration**

Proof of company registration in the form of a copy from Company Intellectual Property Registration Office (CIPRO) shall be attached including a copy of a certificate for proof of shareholding. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

**Note 04: Tax Verification PIN**

A copy of tax registration and compliance (Tax PIN) with relevant tax legislation in the form of a valid verification PIN certificate shall be attached. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

**Note 05: Compensation for Occupational Injuries and Diseases Amendment Act (COIDA)**

A letter of good standing with the Compensation Commissioner issued by the Department of Labour must be attached and must be valid at the time of closing of tenders. Failure to attach the document shall warrant an automatic elimination of tender from any further evaluation.

**Note 06: Unemployment Insurance Fund (UIF)**

Proof of registration and compliance with the Unemployment Insurance Fund (UIF) or Letter to Tender in terms of Unemployment Insurance Contributions Act, No. 4 of 2002 must be attached in the form of registration and compliance documents issued from the Department of Labour. An attached certificate must be valid at the time of closing of tenders. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

**Note 07: Compulsory attendance of the tender briefing**

In addition to signing the attendance register for attending the compulsory tender briefing, attendance of the tender briefing session must be by the tenderer him/herself or a person in the direct employ of the tenderer. Failure to adhere shall warrant automatic elimination of tender from any further evaluation.

**Note 08: CSD Report**

Attach a copy of the CSD Summary report of the company which is not older than one (01) month. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Note 09: CIDB Grading**

A copy of confirmation of CIDB grading of Contractor grading designation equal to **7CE/6CEPE** and higher of construction work which is not older than one (01) month must be attached. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

**Note 10: Municipal Account**

Attach an original or a copy of a municipal utility account not owing more than three (03) months of any of the registered director(s) or company. Attach a copy of the lease agreement along with the utility account of the landlord, whereby the company is leasing the property it is operating from. Failure to attach the certificate shall warrant automatic elimination of tender from any further evaluation.

**Note 11: Audited Financial Statements**

Attach proof of three years audited financial statements with proof of an audit report. Failure to attach the information shall warrant automatic elimination of tender from any further evaluation

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

**Person Authorized to sign Tender:**

**FULL NAME:**

.....

**SIGNATURE:** .....

**DATE:** .....

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



### Evaluation Criteria

The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:

Organizing and Staffing	30
Plant	20
<u>Experience of firm</u>	<u>30</u>
Total	80

**A firm must obtain a minimum of 50 points out of the 80 points above to be considered for price and B-BBEE evaluation**

**Organizing and Staffing (Maximum points obtainable 30)**

**Project Manager / Team Leader: (Maximum Points obtainable 15)**

**Name:** .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic qualifications	National Diploma in Civil Engineering (NQF 6)	Yes	0	
	BSc Degree or B-Tech in Civil Engineering (NQF 7)	No	3	
	Professional Engineer (Pr. Eng.) or Professional Engineering Technologist (Pr. Tech)	Yes	6	
<b>Sub-total</b>			<b>6</b>	
Experience of Team Leader in similar projects		<b>Elimination Factor</b>		
Involvement in comparable projects i.e. (Civil works related projects)	0 - 3	Yes	0	
	4 - 9	No	2	
	10 - 14	No	4	
	15 and above	No	9	
<b>Sub-total</b>			<b>9</b>	
<b>Total</b>			<b>15</b>	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Site agent: (Maximum Points obtainable 10)**

**Name:** .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic qualifications	Below NQF 6 in Civil Engineering	Yes	0	
	National Diploma in Civil Engineering (NQF 6)	No	3	
	B-Tech in Civil Engineering (NQF 7)	No	6	
<b>Sub-total</b>			<b>6</b>	
Involvement in comparable projects i.e. (Civil works related projects)	0 - 2	Yes	1	
	3 - 8	No	1	
	9 - 14	No	2	
	15 and above	No	4	
<b>Sub-total</b>			<b>4</b>	
<b>Total</b>			<b>10</b>	

**Note: Should the Site Agent be the same as Project Manager zero points will be allocated.**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Safety Officer:** (Maximum Points obtainable 5)

**Name:** .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Certificate in Occupational Health and Safety	Yes	0	
Professional Registration	SACPCMP Construction Health and Safety Officer	No	1	
Professional Registration	SACPCMP Construction Health and Safety Manager	No	3	
<b>Sub-total</b>			<b>3</b>	
Years of experience after qualification in similar projects	0 - 3	Yes	0	
	4 - 9	No	1	
	10 and above	No	2	
<b>Sub-total</b>			<b>2</b>	
<b>Total</b>			<b>5</b>	

**Note:** Should the Safety Officer be the same as Team leader, Site Agent, zero points will be allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Project Manager/Team Leader	15	
Site Agent	10	
Safety Officer	5	
<b>TOTAL</b>	<b>30</b>	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### **PLANT (Maximum points obtainable 20)**

It must be noted that a total of 20 points are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. A letter of intent or quotation from the lessor must be attached where applicable.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable (Owned)</b>	<b>Points obtainable (Leased)</b>	<b>Points Claimed</b>
Firm's plant and equipment – Note: Proof of ownership of the firm's equipment or a signed undertaking by 3 <sup>rd</sup> party to provide the plant for the duration of the contract must be attached. Failure to do so will result in forfeiting the plant points.	Firm's number of excavators, 20t and above x 1	No	10	5	
	Firm's number of TLBs x 1	No	4	2	
	Firm's number of 10m3 Tipper Trucks x 2	No	4	2	
	Firm's number of Bakkies or LDV x 1	No	2	1	
<b>Sub-total</b>			<b>20</b>	<b>10</b>	
<b>Total</b>			<b>20</b>	<b>10</b>	

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**EXPERIENCE OF FIRM (Maximum Points obtainable 30)**

**Note: Company's previous completed projects**

Provide proof of the company's previous completed projects which is either in the form of verifiable appointment letters, Service Level Agreements (SLAs), Instruction to Proceed with Works (IPW), purchase orders **and** completion certificates. If none of these are provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Involvement in comparable projects i.e., Civil works related projects	0 – 2 Projects	Yes	5	
	3 – 4 Projects	Yes	10	
	5 – 8 Projects	No	20	
	9 and above	No	30	
<b>Sub-Total</b>			<b>30</b>	
<b>TOTAL</b>			<b>30</b>	

It must be noted that a total point of 30 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored.

**TOTAL SCORE:** \_\_\_\_\_/80

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

## THEMBISILE HANI LOCAL MUNICIPALITY



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

### T2: RETURNABLE DOCUMENTS

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## THEMBISILE HANI LOCAL MUNICIPALITY



PROJECT No: THLM/SCM06/2022-2023/SF01

### UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

#### T2.1: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A	COMPULSORY ENTERPRISE QUESTIONNAIRE
FORM-A1	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
FORM I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM M	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
FORM N	LETTER OF REGISTRATION AND COMPLIANCE WITH THE UNEMPLOYMENT INSURANCE FUND MUST BE ATTACHED
FORM O	CERTIFICATE OF ATTENDACE OF TENDER BRIEFING
<b>RETURNABLES FOR EVALUATION PURPOSES</b>	
FORM P	TENDERER'S PROJECT STRUCTURE
FORM Q	PROPOSED KEY PERSONNEL
FORM R	SCHEDULE OF PREVIOUS EXPERIENCE
FORM S	SCHEDULE OF CURRENT PROJECTS
FORM T	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM U	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM V	RECORD OF ADDENDA TO TENDER DOCUMENTS

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

# COMPULSORY BID DOCUMENTS

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE**

BID NUMBER:	THLM/SCM06/2022-2023/SF01	CLOSING DATE:	06 OCTOBER 2022	CLOSING TIME:	12H00PM
DESCRIPTION	UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE  
BID BOX SITUATED AT (STREET ADDRESS)

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN-IN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
--	--	---	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	.....	DATE	
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**CAPACITY UNDER WHICH THIS  
BID IS SIGNED**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM 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: CSD number:** \_\_\_\_\_

**Section 5: 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 6: Particulars of companies and close corporations**

Company registration number: \_\_\_\_\_

Close corporation number: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: MBD6 Issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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

- authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- 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;
- 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;
- 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; and

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Tenderer

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2



iv) confirms that the contents of this questionnaire are within *my* personal knowledge and are to the best of my belief both true and correct.

**Signed:** \_\_\_\_\_

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

**Name:** \_\_\_\_\_

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

**Enterprise Name:** \_\_\_\_\_

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





**FORM A1: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES**

**In the case of a Joint Venture – Form “A1” needs to be completed**

**SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Thembisile Hani Local Municipality in respect of the following project:

Bid / Project Number: \_\_\_\_\_ {insert number}

(a) Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- (b) The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: \_\_\_\_\_
- (c) The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- (d) Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- (e) No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- (f) The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: \_\_\_\_\_

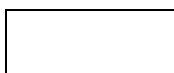
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

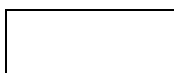
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

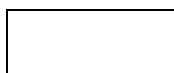
Fax number: \_\_\_\_\_ (code)



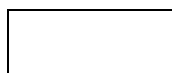
Tenderer



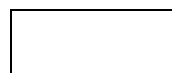
Witness 1



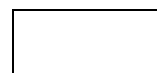
Witness 2



Employer



Witness 1



Witness 2



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

*Note:*

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**ATTACH THE FOLLOWING DOCUMENTS HERETO**

**1. For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the IDs of the Directors

**2. For Companies**

- A copy of the Certificate of Incorporation
- Copies of the IDs of the Directors, and
- Shareholders' register

**3. For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

**4. For Partnership**

- Copies of the IDs of the partners

**5. One-person Business / Sole trader**

- Copy of ID

**6. Details of Tax Compliance Status from the South African Revenue Services**

**7. Duly signed and dated original or copy of Authority of Signatory on company letterhead**

**8. B-BBEE status level verification certificate (original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry) or a Sworn-in BEE affidavit**

**9. Central Supplier Database [CSD] Summary Report**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**FORM C: DECLARATION OF INTEREST (MBD4)**

**1. No bid will be accepted from persons in the service of the state<sup>1</sup>.**

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars: .....

.....

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

a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars: .....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars: .....

.....

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

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

.....

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

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

.....

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

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

.....

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





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

.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

### DECLARATION

I, the undersigned (name): ..... certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM D: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name : \_\_\_\_\_

Contact number : \_\_\_\_\_

Office address : \_\_\_\_\_

Signatories for close corporations and companies shall confirm their authority by filling in and attaching to this form a **duly signed and dated original or copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

"By resolution of the board of directors passed on (date) .....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of .....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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 and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....



*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY OF AN AUTHORITY OF  
SIGNATORY ON COMPANY LETTERHEAD**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. The **Tax Verification PIN** must be submitted together with the bid. Failure to submit the original or copy of a valid tax verification certificate will result in the invalidation of the bid.
2. In order to meet this requirement bidders are required to complete in full the attached form TCC 001. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders / individuals who wish to submit bids.
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of one (01) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**NB: For the purpose of this bid, the SARS tax verification PIN shall be submitted together with this bid instead of the Tax Clearance Certificate, failure to submit the tax verification PIN certificate will result in the invalidation of the bid.**

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**FORM F: FINANCIAL REFERENCES**

**DETAILS OF TENDERERS BANKING INFORMATION**

**Notes to tenderer:**

1. The tenderer shall attach to this form a copy of a letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)									
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

**ATTACH HERETO AN ORIGINAL OR A COPY OF A LETTER FROM THE BANK TO THIS PAGE NOT  
OLDER THAN THREE (3) MONTHS**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM G: MUNICIPAL ACCOUNT**

**DECLARATION BY THE TENDERER**

I the undersigned \_\_\_\_\_, has been duly

authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of

\_\_\_\_\_ hereby make a declaration as follows:  
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

\_\_\_\_\_

Tenderer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2





**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List and attach account(s) registered all in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy of the lease agreement along with the utility account of the Landlord, whereby the company is leasing the property it is operating from.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM H: PREFERENCE SCHEDULE (MBD 6.1)**

**MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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, 2017.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes Included).

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

1.6 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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Kindly tick the applicable level and points
1	20	
2	18	
3	16	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

**5. BID DECLARATION**

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

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

- 6.1 B-BBEE Status Level of Contributor. = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



Municipality where business is situated: .....

Registered Account Number: .....

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

.....

Tenderer

.....

Witness 1

.....

Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2



**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION CERTIFICATE**

**NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate or Sworn Affidavit should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

**MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





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

Item No.	Description	Unit	Quantity	Minimum threshold for local content
B12.08	Normal project Sign Board	No.		100%
14.02	Desks, complete with drawers and locks	No.		100%
B15.03	Portable STOP and Go-Ry signs	No.		100%
	Road signs, R-and TR series, 1200mm diameter	No.		100%
		No.		100%
	Road signs, TW-series, 1524mm sides	No.		100%
	TG-series (excluding delineators and barricades)	No.		100%
	Delineators (DTG50J) 600mm x 150mm	No.		100%
22.17	High-tensile steel bars	No.		100%
	High tensile steel mesh (REF.617 Mesh)	No.		100%
23.12	High-tensile steel bars	No.		100%
	High tensile steel mesh (REF.395 Mesh)	No.		100%
52.03	Galvanized gabion boxes (2m x 1m, 2mm wire and 20mm mesh)	No.		100%
	2m x 1m x 1m, 2.00mm wire and 80mm mesh	No.		100%
	PVC Coated gabion boxes	No.		100%
	2m x 1m x 1m, 2.00mm wire and 80mm mesh	No.		100%
	PVC Coated gabion mattresses	No.		100%
	2m x 1m x 300mm, 2.00mm wire and 80mm mesh Filter fabric (Geotextile fabric)	No.		100%
56.02	Sheet steel (chromadek 1,6 mm thick)	No.		100%
	Area not exceeding 2m <sup>2</sup>	No.		100%
56.05	Steel tubing	No.		100%

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



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

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

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....  
NB

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

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

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_

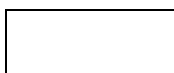
**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

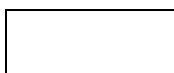
**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

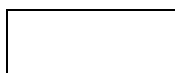
**DATE:** \_\_\_\_\_



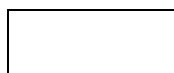
Tenderer



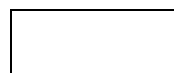
Witness 1



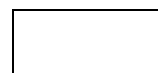
Witness 2



Employer



Witness 1



Witness 2





**PROJECT No: THLM/SCM06/2022-2023/SF01**  
**UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1**

[illegible]

[illegible][illegible]

**Signature of tenderer from Annex**

Date:

**(C20) Total tender value**

**(C21) Total Exempt imported content**

**(C22) Total Tender value net of exempt imported content**

**(C23) Total Imported content**

**(C24) Total local content**

(C25)  
Average  
local  
content %  
of tender

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

64



**PROJECT No: THLM/SCM06/2022-2023/SF01**  
**UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1**

[illegible]

**This total must correspond with Annex C - C 21**

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2





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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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### Tenderer

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**Witness 1**

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**Witness 2**

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Employer

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**Witness 1**

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**Witness 2**



Witness 2

**FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



- (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.
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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY**

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

**YES****NO**

If yes, furnish your details in table below.

**NB: It is compulsory for all bidders to sign this form**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....  
Signature.....  
Date.....  
Position.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM L: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER**

*Proof of good standing with the Compensation Commissioner must be attached hereto*

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM M: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)**

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

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

1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments 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 then 30 days?

.....  
.....

2.2 If yes, please provide particulars

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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?  
**YES / NO**

.....

.....

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what 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

.....

Tenderer

.....

Witness 1

.....

Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2



**FORM N: PROOF OF A VALID LETTER OF REGISTRATION AND COMPLIANCE WITH THE  
UNEMPLOYMENT INSURANCE FUND MUST BE ATTACHED**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM O: CERTIFICATE OF ATTENDANCE OF TENDER BRIEFING**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## RETURNABLES FOR EVALUATION PURPOSES

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

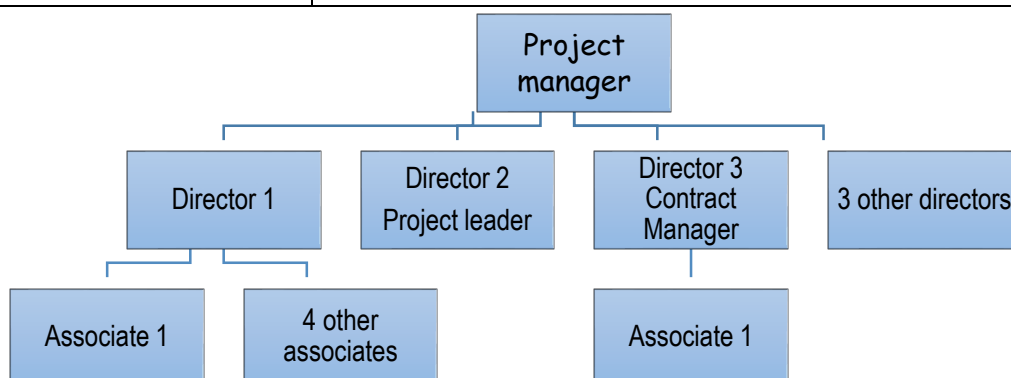
*Witness 1*

*Witness 2*

**FORM P: TENDERER'S PROJECT STRUCTURE****Notes to tenderer:**

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



SIGNED ON BEHALF OF THE TENDERER:.....

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Tenderer

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2



**FORM Q: PROPOSED PERSONNEL**

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each key Personnel to be used in this project.  
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

***(Affix the CVs and Attachments in a form of a booklet to the following page.)***

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH CVs OF KEY PERSONNEL TO THIS PAGE**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



The tenderer's responsiveness in relation to points is therefore summarized as follows:

Organizing and Staffing	30
Plant	20
Experience of Firm	30
Total	80

**A firm must obtain a minimum of 50 points out of the 80 points above to be considered for price and B-BBEE evaluation.**

**Organising and Staffing (Maximum points obtainable 30)**

**Project Manager / Team Leader: (Maximum Points obtainable 15)**

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic qualifications	National Diploma in Civil Engineering (NQF 6)	Yes	0	
	BSc Degree or B-Tech in Civil Engineering (NQF 7)	No	3	
	Professional Engineer (Pr. Eng) or Professional Engineering Technologist (Pr. Tech)	Yes	6	
<b>Sub-total</b>			<b>6</b>	
Experience of team Leader in similar projects		<b>Elimination Factor</b>		
Involvement in comparable projects i.e. civil works related projects	0 - 3	Yes	0	
	4 - 9	No	2	
	10 - 14	No	4	
	15 and above	No	9	
<b>Sub-total</b>			<b>9</b>	
<b>Total</b>			<b>15</b>	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2


**Site Agent: (Maximum Points obtainable 10)**

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic qualifications	Below (NQF 6) in Civil Engineering	Yes	0	
	National Diploma in Civil Engineering (NQF 6)	No	3	
	B-Tech in Civil Engineering	No	6	
<b>Sub-total</b>			<b>6</b>	
Involvement in comparable projects i.e. civil works related projects	0 - 2	Yes	1	
	3 - 8	No	1	
	9 - 14	No	2	
	15 and above	No	4	
<b>Sub-total</b>			<b>4</b>	
<b>Total</b>			<b>10</b>	

**Note: Should the Site Agent be the same as Project Manager zero points will be allocated.**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Safety Officer:** (Maximum Points obtainable 5)

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Certificate in Occupational Health and Safety	Yes	0	
Professional Registration	SACPCMP Construction Health and Safety Officer	No	1	
Professional Registration	SACPCMP Construction Health and Safety Manager	No	3	
<b>Sub-total</b>			<b>3</b>	
Years of experience after qualification in similar projects	0 - 3	Yes	0	
	4 - 9	No	1	
	10 and above	No	2	
<b>Sub-total</b>			<b>2</b>	
<b>Total</b>			<b>5</b>	

**Note:** Should the Safety Officer be the same as Team leader, Site Agent, zero points will be allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Project Manager/Team Leader	15	
Site Agent	10	
Safety Officer	5	
<b>TOTAL</b>	<b>30</b>	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### PLANT (Maximum Points obtainable 20)

It must be noted that a total points of 20 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Owned)	Points obtainable (Leased)	Points Claimed
Firm's plant and equipment – <b>Note:</b> Proof of ownership of the firm's equipment <b>or</b> a signed undertaking by 3 <sup>rd</sup> party to provide the plant for the duration of the contract must be attached. Failure to do so will result in forfeiting the plant points	Firm's number of excavators, 20t and above x 1	No	10	5	
	Firm's number of TLBs x 1	No	4	2	
	Firm's number of 10m3 Tipper Trucks x 2	No	4	2	
	Firm's number of Bakkies or LDV x 1	No	2	1	
<b>Sub-total</b>			<b>20</b>	<b>10</b>	
<b>Total</b>			<b>20</b>	<b>10</b>	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**EXPERIENCE OF FIRM (Maximum points obtainable 30)****Note: Company's previous completed projects**

Provide proof of the company's previous completed projects which is either in the form of verifiable appointment letters, Service Level Agreements (SLAs), Instruction to Proceed with Works (IPW), purchase orders and completion certificates. If none of these are provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Involvement in comparable projects i.e. civil works related projects	0 – 2 Projects	Yes	5	
	3 – 4 Projects	Yes	10	
	5 – 8 Projects	No	20	
	9 and above	No	30	
<b>Sub-Total</b>			<b>30</b>	
<b>TOTAL</b>			<b>30</b>	

It must be noted that a total of 30 points are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored.

**TOTAL SCORE:** \_\_\_\_\_/80

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**FORM R: SCHEDULE OF PREVIOUS EXPERIENCE**

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

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Tenderer

Witness 1

Witness 2

Employer

Witness 3

Witness 4



**FORM S: SCHEDULE OF CURRENT PROJECTS**

Provide the following information on current projects

**This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

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Tenderer

Witness 1

Witness 2

Employer

Witness 3

Witness 4



**FORM T: SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

**Infrastructure and resources available for this project:**

**1. Physical facilities and Buildings.**

Description	Address	Owned / leased

**2. Equipment**

Provide information on equipment and resources that you have available for this project.

(Include list of equipment relevant to the project and that will align to the evaluation criteria)




### 3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

### 4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----



**FORM U: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

Are / Do you have sub-contractors?

YES

NO

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR



**FORM V: RECORD OF ADDENDA TO TENDER DOCUMENTS**

If yes, fill or attached the communication that you received.

The undersigned 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:

	Date	Title of Details

*\*An addendum is any communication issued by Thembisile Hani Local Municipality after the non-compulsory briefing session\**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Tenderer: \_\_\_\_\_



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

## THEMBISILE HANI LOCAL MUNICIPALITY



PROJECT No: THLM/SCM06/2022-2023/SF01

### UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

#### THE CONTRACT

#### THE CONTRACT

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

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee
- C1.4 Safety Agreement

##### **Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

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

- C3.1 Scope of Works (SANS 10403:2003)
- C3.2 Standard Specification
- C3.3 Project Specification
- C3.4 Particular Specification

##### **Part C4: Site Information**

- C4.1 Site Information
- C4.2 Geotechnical Report

##### **Part C5: Annexures**

- C5.1 Supply Chain Management Policy
- C5.2 Occupational Health and Safety Specifications
- C5.3 Drawings



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

## THEMBISILE HANI LOCAL MUNICIPALITY



PROJECT No: THLM/SCM06/2022-2023/SF01

UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

### C1: AGREEMENTS AND CONTRACT DATA

#### Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee
- C1.4 Safety Agreement



### C.1.1: FORM OF OFFER AND ACCEPTANCE

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**PROJECT No: THLM/SCM06/2022-2023/SF01**

**DESCRIPTION: UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1**

The Tenderer, identified in the Offer signature block below, 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 authorised, 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 SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

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

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

.....

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

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

Capacity \_\_\_\_\_

For the Tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date





## ACCEPTANCE

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Additional Documentation

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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, which must be duly signed by the authorized representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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

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

Capacity \_\_\_\_\_

For the Employer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

Date



## SCHEDULE OF DEVIATIONS

### Notes:

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

### 1 Subject

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Details

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### 2 Subject

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Details

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### 3 Subject

---

Details

---

### 4 Subject

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Details

---

### 5 Subject

---

Details

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### 6 Subject

---

Details

---



By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

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

Capacity \_\_\_\_\_

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

Name & Signature

Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_

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

Capacity \_\_\_\_\_

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

Name & Signature

Of Witness \_\_\_\_\_ Date \_\_\_\_\_



## C1.2 CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)

#### CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

#### CONTRACT SPECIFICATION DATA

The following contract specification data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this contract:

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

Clause	Data
1.1.1.5	The "commencement date" means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be <b>12 Months</b>
1.1.1.14	The time for achieving practical completion is <b>12 Months</b>
1.1.1.15	The Name of the Employer is <b>Thembisile Hani Local Municipality</b> The THLM Manager Technical Services is <b>Mr V.L Skosana</b>
1.1.1.16	The name of the Employer's Agent is: <b>Phamela Engineering Services (Pty) Ltd</b> The Employer's Agent means any Director, Associate or Professional Engineer appointed generally or specifically by the Management of Phamela Engineering Services (Pty) Ltd to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract. Wherever the name "Engineer" appears in the document, it shall be read to mean the "Employer's Agent".
1.2.1.2	The Employer's address for receipt of communication is:



	<b>Stand No.24</b> <b>Kwaggafontein C</b> <b>Private bag x4041</b> <b>Mpumalanga</b> <b>0458</b> <b>Telephone: 013 986 9100, Facsimile: 013 986 0995</b>
1.1.1.16	The Employer's agent is Phamela Engineering Services(Pty) Ltd represented by <b>Mr. Fidelis Baloyi: Pr. Eng</b>
1.2.1.2	<p>The Employer's agent's address for receipt of communication is:</p> <p><b>Phamela Engineering Services (Pty) Ltd</b></p> <p>Physical Address : Unit 101, The Office Park, 90 Schoeman Street, Polokwane</p> <p>Postal Address : P.O. Box 2824, Polokwane, 0700</p> <p>E-mail Address : admin@phamelaeng.co.za; phamelaengineering@gmail.com</p> <p>Tel No : 010 880 0138, 015 295 205, /015 065 0585</p>
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 Sent by e-mail irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Delivered by a courier service, and signed for by the recipient or his representative.</p>
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.3.5	<p>Add the following clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
2.1.4	<p>The following additional clause applies:</p> <p>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include:</p> <p>The provision and use of all labour, plant, tools instruments, templates, materials, transport, and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.</p> <p>The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.</p> <p>The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged</p>



	<p>so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</p> <p>The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties, and all other overhead charges.</p> <p>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."</p>
2.5.1	<p>The following additional clause applies:</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <p>An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.</p> <p>The Contractor cedes, transfers, and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</p> <p>The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</p> <p>The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>



3.2.5	<p>The following additional clause applies:</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>
3.3.6	<p>The following additional clause applies:</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.</p>
4.1	<p>All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works (including Temporary Works) designed by the Contractor:</p> <ul style="list-style-type: none"> <li>i. Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</li> <li>ii. Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</li> <li>iii. Design calculations should the Employer's Agent request a copy thereof.</li> <li>iv. Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</li> <li>v. "As-Built" drawings in DXF electronic format after completion of the Works.</li> </ul> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p>



	<p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>the Contractor shall:</p> <ul style="list-style-type: none"> <li>i) employ Targeted Labour from the Target Area(s) as stated in the Contract Data; and</li> <li>ii) subcontract Targeted Enterprises as stated in the Contract Data; and</li> </ul>





	<p>iii) give preference to Targeted Enterprises which are from rural and underdeveloped areas and townships within the Project Area(s) as set out in the Scope of Works.</p>
4.4.1	<p>Add the following:</p> <p>It is a requirement of this project that the successful tenderer subcontract a minimum of twenty five percent (25%) of the civil works by the end of the contract to Targeted Enterprises, as defined in section PCY10 of the Scope of Work.</p> <p>Add the following sub-paragraphs:</p> <p>4.4.8 The Contractor shall enter into a written subcontract agreement with the Subcontractor. The subcontract agreement between the Contractor and the Subcontractor shall be the <i>General conditions of subcontract for construction works, first edition (2018)</i>.</p> <p>4.4.9 If the Subcontractor is a Targeted Enterprise, the Contractor undertakes to make payment within 7 days after the date on which the Contractor has received payment for the relevant works.</p> <p>4.4.10 The Contractor shall disclose all subcontracting arrangements.</p> <p>4.4.11 The security held for all subcontractors shall not exceed the security provided by the Contractor in term of clause 6.1 of this contract.</p> <p>4.4.12 50% of the retention money held for each Subcontractor shall be released on completion of the subcontract works. The remainder of the Subcontractor's retention money shall be released when a Subcontractor's work does not show any defect within 12 (twelve) months after the completion of the subcontract. However, the Subcontractor's retention money may be withheld but only if the Performance Certificate is unable to be issued because of defective workmanship attributable to the Subcontractor.</p> <p>4.4.13 Penalties for sub-contractors shall be limited to 10% of the accepted sub-contract amount.</p> <p>4.4.14 All Subcontractors and suppliers shall be registered on the National Treasury's Central Supplier Database (CSD).</p> <p>4.4.15 All Subcontractors shall be in good standing in terms of COIDA and shall be registered with the Bargaining Council for the Civil Engineering Industry (Government Notice R.490 – Part III contained in Government Gazette No. 37750) or other relevant Bargaining Council.</p> <p>4.4.16 All Subcontractors shall be registered with the CIDB in the appropriate category for the class of work to be performed.</p> <p>If the Contractor fails to disclose all subcontracting agreements, or fails to comply with the requirements of this clause he shall be given 14 days to make representation as to why:</p> <p>(i) the contract shall not be terminated;</p> <p>(ii) the Contractor shall not be penalised up to 10% of the value of the contract."</p>



4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• A detailed cashflow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.1.1 & 5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays, which shall generally be from 16 December to the start of the first full working week in January.</p>
5.12.3	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
5.13.	<p>Delete the contents of the clause and insert the following:</p>



	<p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: <b>R 5000-00</b> per calendar day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>Then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent to act in terms of Clause 9.2.</p>
5.13.4	<p>Add the following new clause:</p> <p>Failure to reach either the CPG or any individual Target Group targets shall render the Contractor liable for a penalty as prescribed in as set out in section PCY4.5 in the Scope of Works unless there are compelling reasons why the target or sub-targets could not be achieved.</p> <p>Penalty Targeted Labour = <math>0.15 \times ((TL - TG) + \text{Sum } (TL_n - TG_n) - 1.2 \times L_{dp})</math></p> <p>Where:</p> <p>n = Each lowest order subgroup of Targeted Labour stipulated in the Contract Data.</p> <p>TL = Monetary value of the Targeted Labour calculated at the percentage stipulated in the Contract Data applied to the Final Contract Value (as defined in PCY 4.4).</p>



	<p>TG = Cumulative monetary value of Targeted Labour employed on the contract by the Contractor and all Subcontractors.</p> <p>L dp = Cumulative monetary value of black Disabled Persons employed on the Contract by the Contractor and all Subcontractors.</p> <p>(TL n – TG n) = The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.</p> <p>Penalty Targeted Enterprises = <math>0.15 \times ((TE - TGE) + \text{Sum } (TE n - TGE n) - 1.2 \times TE mv - 1.2 \times TE dp)</math></p> <p>Where:</p> <p>n = Each lowest order subgroup of Targeted Enterprise stipulated in the Contract Data.</p> <p>TE = Monetary value (excluding VAT) of Targeted Enterprises calculated at the percentage stipulated in the Contract Data applied to the Final Contract Value (as defined in PCY4.4)</p> <p>TGE = Cumulative monetary value (excluding VAT) by Targeted Enterprises subcontracted to the contract by the Contractor and 50% of the cumulative monetary value (excluding VAT) by Targeted Enterprise suppliers of goods and/or services.</p> <p>TE mv = Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Military Veterans, subcontracted to the Contract by the Contractor.</p> <p>TE dp = Cumulative monetary value (excluding VAT) by Targeted Enterprises being majority owned by black Disabled Persons, subcontracted to the Contract by the Contractor.</p> <p>(TE n – TGE n) = The monetary values calculated unless if any calculated value is negative, then it shall be a zero value.</p> <p>The total Penalty value shall be the sum of the Targeted Labour and Targeted Enterprises Penalty values unless the total Penalty value is negative then it shall be a zero value.</p> <p>Interim penalty valuations should be calculated to interim Payment Certificate values (excluding VAT) to establish the anticipated outcome, and to plan corrective actions, but must not be applied to the interim certificate value.</p> <p>Any Penalty payable shall be calculated on, and applied to, the Final Contract Value.</p>
5.14.1	<p>The requirements for reaching Practical Completion are:</p> <p>i. <b>Complete works and full operation as listed in the scope of works</b></p>
5.14.7	<p>Different dates to achieve Practical Completion <b>will not be permitted</b></p>



6.2.1	<p>Replace the wording “as selected” in Clause 6.2.1 with “as stated”.</p> <p>The security to be provided by the Contractor shall be:</p> <p>A fixed <b>performance guarantee of 10%</b> of the Contract Sum plus <b>retention of 10%</b> of the value of the works completed.</p>
6.8.2	<p>Contract Price Adjustment will be applicable for this contract.</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>The value of “x” is 0.15</p> <p>The values of the coefficients are:</p> <p style="padding-left: 40px;">a = 0.2 Labour</p> <p style="padding-left: 40px;">b = 0.15 Contractor’s equipment</p> <p style="padding-left: 40px;">c = 0.55 Material</p> <p style="padding-left: 40px;">d = 0.1 Fuel</p> <p>“Labour Index” and shall be the price index for “Consumer Price Index” for the Mpumalanga Province, as published in the Statistical Release P0141, Table A, of Statistics South Africa.</p> <p>“Equipment Index” and shall be the price index for “Plant and Equipment”, as published in the Statistical Release P0151.1, Table 4, of Statistics South Africa.</p> <p>“Materials Index” and shall be the price index for the “Civil engineering material (excluding bitumen)” as published in the Statistical Release P0151.1, Table 6, of Statistics South Africa.</p> <p>“Fuel Index” and shall be the price index for “Coal and Petroleum Products”, for “Diesel”, as published in the Statistical Release P0142.1, Table 1, of Statistics South Africa.</p> <p>The base month is: the month prior to the closing of the tender.</p>
6.8.3	<p>Price Adjustments for variations in the cost of special materials will be allowed. “The Contractor will be required to provide full details in Part 2 of the Contract Data”.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>The percentage retention is 10%. The Limit of Retention Money is 10% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.</p>
6.10.4	<p>In line 4 delete the word “ said” and insert the word “correct”</p>
6.10.9	<p>Replace the first sentence of the clause with the following:</p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer’s Agent a final statement claiming final statement of all</p>



	moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 10.3, and not yet resolved) plus the remainder of retention monies (subject to Clause 6.10.3) retained by the Employer.
6.11.1.3	Delete "15%" and replace it with "20%"
8.6.1.1.2	Not required
10.5.3	The number of Adjudication Board Members to be appointed is one (01).



Clause	Contract Data		
1.1.1.9	The name of the Contractor is:  _____		
1.2.1.2	The address of the Contractor is:  _____		
6.8.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

For use with the General Conditions of Contract for Construction Works, 3rd Edition, 2015.





### C1.3: PRO FORMA - PERFORMANCE GUARANTEE

#### 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 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: R .....

"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

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate 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 to 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:  
R.....  
(Amount in words .....)
- 1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, 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 Employer's 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 Employer shall 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:
- 3.2.1 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;
- 3.2.3 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:
  - 3.3.1 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
  - 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
  - 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 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 consider 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 Magistrates' 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: SAFETY AGREEMENT

### MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

#### THEMBISILE HANI LOCAL MUNICIPALITY (HEREINAFTER REFERRED TO AS THE EMPLOYER)

THIS AGREEMENT is made between .....

(hereinafter called the EMPLOYER of the one part, herein represented by:

.....  
.....  
in his capacity as: .....

AND:

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

.....  
.....  
in his capacity as: .....  
duly authorised to sign on behalf of the Contractor.

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

CONTRACT No: .....  
.....  
.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety amendment Act, 1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself with such arrangements and procedures.



3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

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

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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

the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....



### C.2.1: PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
  - Quantity (Qty): The number of units of work/service provision for each item.
  - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
  - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
  - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.



11. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

**NB: PLEASE STATE THE FOLLOWING:**

- ARE/IS BID PRICE/S FIRM:

YES	NO
-----	----

- IF THE BID PRICE(S) ARE NOT FIRM, SUPPLY THE INFORMATION REGARDING ESCALATION APPLICABLE TO THIS BID:

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## BILL OF QUANTITIES

ITEM	SPEC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b>SECTION A : PRELIMINARY AND GENERAL</b>				
<b>A1</b>	<b>8,3</b>	<b>FIXED CHARGE AND VALUE RELATED ITEMS</b>				
A1.1	8.3.1	Contractual Requirements	Sum	1		
A1.2	8.3.2	Provision of Facilities on Site				
		<b>a. Facilities required by the Engineer</b>				
	PSAB8	i. One Nameboard	Sum	1		
	PSAB8	ii. Office Buildings	Sum	1		
	PSAB8	iii. Survey Equipment	Sum	1		
	PSAB10	v. Provision of telephone and internet facilities to be used by Engineer	PSum	1		
A1.4		Compliance with OHS Act and regulations (incl. the Construction Regulations)	Sum	1		
A1.5	8.3.3	Social Facilitation	P Sum	1		
	8.3.4	Compliance with Covid-19 OHS Specifications (Including Covid-19 Safety Induction, Employees' Screening, Workplace Readiness Plan and Risk Assessment Safety Procedure file, Re-usable Masks, Hand Sanitiser with Spray and Non-contact forehead body infra-red thermometer.	Sum	1		
<b>TOTAL CARRIED TO NEXT PAGE</b>						



**PROJECT No: THLM/SCM06/2022-2023/SF01**  
**UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1**

ITEM	SPEC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b>BROUGHT FORWARD</b>				
<b>A3</b>		<b>DAYWORKS ( incl. Mark-up )</b>				
		a. Labour				
		i. Unskilled	hr			Rate Only
		ii. Semi - skilled	hr			Rate Only
		iii. Foreman	hr			Rate Only
		iv. Artisan	hr			Rate Only
		v. Surveyor	hr			Rate Only
		b. Grader (120 kW min ) and operator	hr			Rate Only
		c. Bulldozer ( D7 min. Cap ) and operator	hr			Rate Only
		d. Grid roller with tractor and operator ( 8 T )	hr			Rate Only
		e. Front End Loader ( 0.9 m3 ) and operator	hr			Rate Only
		f. Truck ( 6 m3 ) and driver	hr			Rate Only
		g. Truck ( 10 m3 ) and driver	hr			Rate Only
		h. Concrete Mixer ( 0.33 m3 cap. )	hr			Rate Only
		j. Pneumatic Tyred Roller and operator	hr			Rate Only
		k. Backactor ( 600 mm bucket ) and operator	hr			Rate Only
		l. Compressor c.w. Drills, jackhammers etc.	hr			Rate Only
		m. Vibrating plate compactor	hr			Rate Only
		n. Vibrating roller compactor ( 600 mm )	hr			Rate Only
		p. Watercart with driver and operator	hr			Rate Only
		q. Tractor Loader Backhoe ( TLB ) and operator	hr			Rate Only
		r. Provisional Amount for Materials	PSum	1	150 000,00	R 150 000,00
		s. Mark - up and handling fee on A4.r	%	R 150 000,00		
		<b>Existing Services</b>				
		a. Excavate by hand to expose existing services	m <sup>3</sup>	400		
		<b>TOTAL CARRIED TO NEXT PAGE</b>				



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**UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1**

ITEM	SPEC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b>BROUGHT FORWARD</b>				
<b>A4</b>		<b>PROVISIONAL ITEMS</b>				
		Refurbishment of existing Septic Tank	PSum	1	150 000,00	R 150 000,00
		d. Training (Generic and Non-Generic Skills)	PSum	1	180 000,00	R 180 000,00
		i. Mark up on items d.	%	180 000		R -
		e. Employment of disabled persons	PSum	1	60 000,00	R 60 000,00
		i. Mark up on items e.	%	60 000		
		f. Employment of CLO	PSum	1	52 000,00	R 52 000,00
		i. Mark up on items f.	%	52 000		
		g. Organisational Health and Safety				
		i. Health and Safety Monitoring and Training (Provisional Sum)	PSum	1	80 000,00	R 80 000,00
		iii. Mark up on items g.	%	80 000,00		
		h. Environmental Management Assessment and Monitoring	PSum	1	300000	R 300 000,00
		iii. Mark up on items h.	%	300000		
		j. Trainee Student	PSum	1	60 000,00	R 60 000,00
		<b>TOTAL CARRIED TO SUMMARY FOR SECTION A</b>				

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**UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1**

ITEM	SPEC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b>SECTION B3 : SOCCER FIELD AND RUNNING TRACK CONSTRUCTION</b>				
<b>B3</b>		<b>SOCCER FIELD AND RUNNING TRACK CONSTRUCTION</b>				
B3.1		Excavate in all materials and use material for formation of embankment or for backfilling	m <sup>3</sup>	4938,3		
B3.2		Rip and compact to 90 % MODAASHTO 150 mm th.	m <sup>3</sup>	2469,15		
B3.3		Import and compact to 93 % MODAASHTO specified gravel in layers not to exceeding 150 mm	m <sup>3</sup>	4938,3		
B3.6		Surface levelling and Shaping for the field	m <sup>2</sup>	16461		
B3.7		Import gravel, lay and compact in two 100mm layers to 90% Mod. AASHTO for Running track, including levelling,	m <sup>3</sup>	4000		
B3.8		Installation of an irrigation system for soccer pitch	Sum			Rate only
		Excavate 0.3m wide and 0.3m deep trench for kerb installation	m			Rate only
		Provision and installation of concrete kerbs around the soccer pitch and running track	m			Rate only
B3.10		Provision and installation of clear-vu wire fence (4mm thick, 2,1m high) including pedestrian and vehicular emergency gates around soccer pitch	m	480		
		<b>HERRING BONE SUB SURFACE DRAINAGE</b>				
		110mm Pipes vertically or ramped to cleaning eyes, etc. (no excavation).	m	3		
		110mm Pipes laid in and including trenches not exceeding 1m deep.	m	1500		
B3.11		<b>SOCCER FIELD</b>				
B2.11		Installation of an artificial turf for soccer pitch	Sum	1,00		
	(LIC)	<b>GOALPOSTS</b>				
B9.4	8,4	Supply, transport and install goalposts as specified as indicated on drawings complete with nets	No	2,0		
		Apply 100mm wide white chalk lines to soccer fields including setting out of work	m	575,2		
	(LIC)	<b>TOP DRESSING</b>				
		1. Apply top dressing	m <sup>2</sup>			Rate only
		Supply, delivery and erection of fixed type senior soccer goals with ground posts manufactured from 75mm x 50mm x 2,5 mm structural rectangular hollow tubing, hot-dip galvanised and white painted with QD enamel.	No.	2		
		Corrosion Protection	m <sup>2</sup>	200		
		Supply, delivery and erection of heavy duty polypropylene soccer netting. Mesh size 120mm x 2.5mm chord. Complete with Hot-dip galvanised steel pegs to secure net to ground. All to International rules and regulations.	No.	2		
		<b>RUNNING TRACK</b>				
		125mm Thick 20MPa Concrete surface bed	m <sup>3</sup>	4 600,00		
		250 micron damp proof layer	m <sup>2</sup>	4 600,00		
		Rough Formwork to sides a. Edges, risers ,reveals less than 300mm width	m <sup>2</sup>	60,00		
		Installation of running track	Sum	1,00		
B9	(LIC)	Track markings as per sporting area	m <sup>2</sup>	4 000,00		
B9.1						
		<b>TOTAL CARRIED TO SUMMARY</b>				



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ITEM	SPEC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>B6</b>		<b>SECTION B6 : ABLUTIONS BLOCKS, CHANGEROOMS, SWIMMING POOL, SEPTIC TANKS CONSTRUCTION</b>				
		<b>ABLUTION BLOCK CONSTRUCTION</b>				
<b>B6.1</b>	(LI)	<b>EXCAVATION, FILLING ETC.</b>				
		1.Site clearing removing all debris and dispose off site	m <sup>2</sup>	300		
		2. Excavation for trenches not exceeding 2 m deep	m <sup>3</sup>	600		
		3. Extra Over 1. for excavation in soft rock	m <sup>3</sup>	420		
		4. Extra Over 1. For excavation in hard rock	m <sup>3</sup>	60		
		5. Keeping excavations free of water	Sum	1		
		6. Prevention from risk of collapse	m <sup>2</sup>	600		
		6. Earth filling obtained from the excavation and / or prescribed stockpiles on site compacted to 90 % MODASHTO				
		a. Under floors, steps , pavings , etc	m <sup>3</sup>	270		
		b. Backfilling to trenches , holes etc	m <sup>3</sup>	54		
		7. Soil Insecticide poisoning				
		a. Under Floors	m <sup>2</sup>	270		
		b.To bottoms and sides of trenches	m <sup>2</sup>	54		
		8.1. Sides of trench and hole excavations not exceeding 1,5m deep.	m <sup>2</sup>	266		Rate Only
		8.2. Sides of trenches and hole excavations exceeding 1,5m deep.	m <sup>2</sup>	4		Rate Only
<b>B6.2</b>	(LI)	<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
		1. 15 Mpa / 19 mm concrete				
		a. Strip footings	m <sup>3</sup>	10		
		b. Surface beds cast in panels on waterproofing	m <sup>3</sup>	10		
		c. Steps & ramps	m <sup>3</sup>	10		
		2. Finishing to surfaces of concrete smooth with woodfloat				
		a. Ramps to fall	m <sup>2</sup>	30		
		3. Rough Formwork to sides				
		a. Edges, risers ,reveals less than 300mm width	m <sup>2</sup>	60		
		4. Horizontal Formwork under concrete roofs	m <sup>2</sup>	90		
		<b>TOTAL CARRIED FORWARD</b>				



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ITEM	SPEC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>B6.3</b>	(LIC)	<b>BROUGHT FORWARD</b>				
		<b>MASONRY</b>				
		1. Foundations				
		1.1. Excavation for foundation in all materials.	m <sup>3</sup>	53,5		
		1.2. 25mm sand blinding layer as per drawing	m <sup>3</sup>	2,5		
		1.3. 25MPa/19mm concrete for footing as shown on the drawing	m <sup>3</sup>	130		
		1.4. 25MPa/19mm concrete for surface beds as per the drawings	m <sup>3</sup>	9		
		1.5. 30mm Thick cement screeds steel troweled on concrete floors	m <sup>2</sup>	97,5		
		Brickwork of NFX bricks (14 Mpa compressive strength ) in Class I mortar				
		a. One Brick Wall	m <sup>2</sup>	800		
		2. Superstructure				
		Brickwork of NFX bricks (14 Mpa compressive strength ) in Class I mortar				
		a. One Brick Wall	m <sup>2</sup>	300		
		b. Half Brick Wall	m <sup>2</sup>	150		
		c. One brick wall in beamfilling	m <sup>2</sup>	300		
		d. Half brick wall in beamfilling	m <sup>2</sup>	150		
		3. Brickwork reinforcement laid at every 4th course of brickwork				
		a. For 220 mm wide wall	m	1200		
		b. For 110 mm wide wall	m	900		
		4. Face Brickwork				
		a. Extra Over brickwork for face brickwork	m <sup>2</sup>	300		
<b>B6.4</b>		b. Brick on edge header course, coping , cills etc. Pointed with recessed joints on exposed faces	m	300		
		<b>WATERPROOFING</b>				
		1. One sheet of 250 micron green medium density waterproofing sheeting sealed at laps with pressure sensitive tape in accordance with manufacturer's instructions	m <sup>2</sup>			Rate Only
		<b>TOTAL CARRIED FORWARD</b>				



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		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b>BROUGHT FORWARD</b>				
<b>B6.5</b>		a. Under Surface Beds	m <sup>2</sup>	300		
		2. One layer of 375 micron embossed damp proof course				
		a. In walls	m <sup>2</sup>	600		
		One layer of 300 micron Gundle green waterproof sheeting sealed at laps with a fold to take up settlement and lapped under DPC under surface beds	m <sup>2</sup>			Rate Only
		<b>ROOF COVERINGS ETC.</b>				
<b>B6.6</b>		1. Roof				
		a. IBR Roof Sheets	m <sup>2</sup>	600		
		b. 150x50mm Rafters	m	400		
		c. 50mm x 50mm timber purlins	m	1200		
		<b>CARPENTRY AND JOINERY</b>				
		1. Skirtings				
		a. Wrot meranti 19 x 70 mm skirting with and incl. 19 mm quadrant bead nailed	m	300		
		2. Doors				
<b>B6.7</b>	(LI)	a. Wrought Meranti 44 mm Framed batten door 813 x 2023 mm high of 44 x 150 mm top rail and braces and 22 x 220 mm bottomrail filled in with 22 mm V-jointed one side boarding and incl. weatherboard	No	20		
		b. Solid Core Door 762 x 2032 mm high	No	5		
		<b>IRONMONGERY</b>				
<b>B6.8</b>	(LI)	1. Locks	No	25		
		<b>METALWORK</b>				
		1. Pressed Steel Doorframes				
		a. 1.2 mm double rebated 813 x 2032 x 220 mm	No	20		
		b. 1.2 mm double rebated 762 x 2032 x 110 mm	No	5		
<b>B6.9</b>		2. Steel Windows with integral burglar bars				
		a. Type G1/G7	No	25		
	(LIC)	<b>PLASTERING</b>				
		1. Granolithic				
		a. 25 mm thick on floors	m <sup>2</sup>	600		
<b>B6.10</b>		2. Internal plaster				
		a. On Walls	m <sup>2</sup>	900		
		b. Narrow widths not exceeding 300 mm wide	m <sup>2</sup>	300		
		<b>PLUMBING AND DRAINAGE ( Provisional )</b>				
		1. 25 mm Brass Fullway Gate Valve	No	40		
		2. Standard hose reel complete with 30 m rubber hose , chromium plated stopcock, shut off nozzle and wall bracket	No	35		
		3. Water Supplies				
		a. 32 mm dia Class 9 pressure pipes	m	774		
		b. 25 mm dia Class 9 pressure pipes	m	300		
		c. 32 x 25 mm Reducing Tee	No	40		
		d. 25 mm adaptor coupling	No	40		
		e. 25 mm dia copper piping	m	150		
		f. 25 mm dia copper fittings	No	15		
<b>TOTAL CARRIED FORWARD</b>						



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		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b>BROUGHT FORWARD</b>				
		4. Drainage Pipes				
		a. 110 mm dia PVC pipe including installation	m	800		
		b. 110 x 75 mm couplings	No	40		
		c. 110 mm gulleys	No	40		
		d. 110 mm dia Cleaning eyes	No	7		
		e. 75mm PVC pipes including installation	m			Rate Only
		5. Sanitary Fittings				
		a. Vaal Aqua Save suite - white -toilets	No	25		
		c. VAAL 7035 SPRINGBOK BOWL URINAL size 560 x 275 x 310 mm c.w. Hanger brackets, 38 mm dia chromium plated waste pipes and installed with flush pipe	No	5		
		d. Cold Water pillar taps	No	15		
		e. Hot Water pillar taps	No	15		
		f. Cobra half exposed shower mixer wall type chrome plated with connections adjustable from 155 mm to 200 mm No 020 SWANNECK overhead riser pipe 900 mm high No 070 CP SHOWER ROSE half inch x 85 mm dia and No 033 CP adjustable holder star	No	15		
B6.11		7. KWIKOT 200 l Geyser complete with required pressure valve	No	4		
		<b>GLAZING incl. Putty</b>				
		1. 4 mm Clear float glass	m <sup>2</sup>	13,5		
		a. Panes exceeding 0.1 mm2 and not 0.5 mm2				
		2. 4 mm Matt float glass	m <sup>2</sup>	25		
		a. Panes exceeding 0.1 mm2 and not 0.5 mm2				
		3. Glass Blocks in panels				
		<b>PAINTING</b>				
		1. On Plaster				
		a. One coat primer, one coat undercoat and two coats eggshell enamel paint to internal plastered walls	m <sup>2</sup>	600		
		2. On Steel				
		a. One coat primer, one coat undercoat and two enamel finishing coats on	m <sup>2</sup>	102,5		
		i. Doors frames	m <sup>2</sup>	100		
		ii. Window frames				
		3. On Timber				
		a. One coat sanding sealer and two coats exterior matt varnish to				
B6.13		i. Doors	m <sup>2</sup>	54		
		ii. Skirtings	m	102,5		
		b. Two coats PVA on solid core doors	m <sup>2</sup>	54		
		<b>SUNDRIES</b>				
		1. Ceramic Tiling - white to walls and floor	m <sup>2</sup>	610,8		
		2. 9 kg dry powder extinguisher	No	4		
		3. 60 mm interlocking paving blocks on 25 mm sand bedding	m <sup>2</sup>	38		
		4. Ceramic/Glass block pool tiling - sky blue to walls and floor	m <sup>2</sup>	20		
		<b>Other Required Fittings</b>				
		Construction of 2 new change rooms with complete fittings (Shower, Bench, etc)	Sum	1		
		<b>ELECTICAL CONNECTIONS</b>				
		1. Electrical Installation	Sum	1		
		<b>TOTAL CARRIED FORWARD TO SUMMARY FOR SECTION ABLUTION/CHANGEROOMS</b>				



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ITEM	SPEC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B8A		<b>SECTION B 8A : SUPPLY AND INSTALL FLOOD LIGHTS</b>				
		<b>FLOOD LIGHTS</b>				
B8A.1		<b>Supply and deliver Flood Lights specifications</b>				
	(a)	Scissor Mast inclusive of brackets, and foundation bolts and all illumination accessories	Sum	1		
		<b><u>Section 7: Earthing Installation</u></b>				
1.		Provisional amount for soil resistivity tests by earthing specialist	Sum	1		
2.		Provisional sum for supply and installation of a lightning protection system based on soil resistivity test results	Sum	1		
		Upgrading of Electrical Services For Entire Stadium	Sum	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						



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UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

UPGRADING OF KWAGGAFONTEIN STADIUM								AMOUNT
SUMMARY OF SCHEDULE OF QUANTITIES								
ITEM	DESCRIPTION							TOTAL
A	Preliminary and General							
C	Site Clearance							
D	Bulk Earthworks							
DB	Earthworks ( Pipe Trenches)							
DM	Earthworks ( Roads, Subgrade )							
L	Water Reticulation including storage							
LB	Bedding Materials							
LE	Stormwater Drainage							
MB	Subbase							
B1	Tennis - Netball Court							
B2	Basketball - Volleyball Court							
B3	Soccer Field							
B4	Pavillion Grandstand							
B6	Ablutions and Changerooms							
B7	Dining and Cafeteria Facilities							
B8	Electrical installation							
B9	Top Soiling and Grassing							
B10	Paving							
B11	Fencing							
TOTAL SCHEDULE OF QUANTITIES								
ADD 10% CONTINGENCIES								
ADD 5.0% CONTRACT PRICE ADJUSTMENT								
TOTAL								
ADD 15% VAT								
CONSTRUCTION GRAND TOTAL								
ADD PROFESSIONAL FEES (VAT INCLUSIVE AT OF CONSTRUCTION COST, EXCLUDING CONTINGENCIES AND CONTRACT ADJUSTMENT								
BID TOTAL AMOUNT								



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UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

## THEMBISILE HANI LOCAL MUNICIPALITY



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

### SCOPE OF WORK



## DESCRIPTION OF THE SCOPE OF WORKS

### 1.1. Employer's objectives

1.1.1. The objective of the Employer is to upgrade the Kwaggafontein Stadium by delivering public infrastructure using labour-intensive methods and sub-contractors where possible. The works in this contract are to be executed by using both conventional construction and labour-intensive construction methods according to the Special Public Works Programme (SPWP) as prescribed in the guidelines of the Expanded Public Works Programme (EPWP).

The following prerequisites will apply for the appointment of sub-contractors:

- All sub-contractors used will be Black Economic Empowerment (BEE) compliant.
- Sub-contractors will preferably be from the village where the Works are executed.
- Otherwise, Sub-Contractors will be from the Ward where the works are executed.
- Otherwise, sub-contractors will be from the THLM/SCM06/2022-2023/SF01 Regions in the proximity of the community where the Works are executed.
- Prior to site establishment, the successful tenderer will submit details of the sub-contractors to be used in the execution of the Works.

Works earmarked for Sub-contractors and Labour-Intensive construction methods will be listed in the bill of quantities to distinguish them from the conventional construction works. Labour Intensive construction methods shall be implemented using unemployed local workers who are temporarily employed in terms of the project specification. The main contractor must provide NQF2 level training to the sub-contractors.

The tenderer must provide the details of the sub-contractor he/she intends using.

It must be noted that an established contractor, in terms of the prescribed category of the CIDB, will be appointed. Only certain components of the project, in the bill of quantities, will be executed in terms of the guidelines and requirements of the EPWP. The rates prescribed in the Government Gazette of 16th February 2007: Regulation Gazette No 8635 Volume 500, number 29635 must be used. Sub-contractors must be paid fortnightly and the main contractor must allow for financing such pay-outs. Sub-contractors must be paid within 7 days from presenting invoice and failure to adhere will be penalised R1 000/day. Failure of sub-contractors for non-payment of his labour will be penalised at 50% of his payment by the main contractor. Contractor must provide accommodation for CE supervisory staff and the establishment and re-establishment of sub-contractors. Contractor must enter market-related rates.



The contractor must familiarise him/her with the abovementioned requirements and price this document accordingly.

The tenderer should where possible use local sub-contractors, or alternatively those in neighbouring areas, and should also include their BEE status.

**1.1.2. *Bidders must note that preference will be given to locally based companies and that this bid may be awarded to more than one company.***

**1.2. Overview of the works**

The work to be carried out includes the Upgrading the Kwaggafontein Stadium existing pitch, storm water control and install electrical services and associated works.

The work to be carried out under this contract includes the supply of equipment, material, and labour requirements for the successful completion of the project within the constraints of time, cost and quality.

**1.3. Extent of the works**

**1.3.1.** The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- Refurbishment of borehole and Water Infrastructure
- Upgrading Electrical Services and Installation of 4 x Floodlights
- Upgrading of existing soccer pitch and installation of Artificial grass
- Construction of Polyurethane Synthetic (Rubber) Athletic Track
- Upgrading of drive ways and Storm water control
- Construction of Public Ablution Facilities

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

**1.4. Location of the works**

**1.4.1.** The works are located in the Kwaggafontein C village of Kwaggafontein within Thembisile Hani Local Municipality with central coordinates of (a) Latitude: 25° 18' 40.09" S (b) Longitude 28° 57' 09.97" E. The area is located about 0.800km in an Easterly direction from Thembisile Hani Main Municipal Office and 1.500km from Kwagga Mall in a North Easterly direction

**1.5. Temporary works**

**1.5.1.** The following items shall generally form most temporary works required under this Contract, however, shall not be limited to such, and might be expanded or changed by the Engineer should circumstances on site validate such decisions.

**1.5.2.** These works will be as follows:

- Clearing site and surroundings to create accessible working areas as required
- Provide temporary fencing around Contractor's camp site and Contractor's site office;
- Provide Contractor's Camp site and Contractor's site office;
- Provide site and administrative personnel, including security staff etc. as required;



- Setting out of the works by the Contractor;
- Monitor and report levels as construction progresses;
- Manage all site staff, CLO and local labourers, plant, equipment and materials etc.
- Manage all required quality control procedures as specified and as instructed by Engineer;
- Provide all personnel, equipment, clothing, accessories etc. in order to adhere to the OHS Act
- Attend official Site Meetings scheduled and chaired by the Engineer and managed sufficient additional meetings on site with all personnel and CLO to ensure compliance with the OHS Act and to ensure progress on site according to the accepted Construction programme.

## **1.6. ENGINEERING**

### **1.6.1. DESIGN**

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

## **1.7. EMPLOYER'S DESIGN**

- 1.7.1.** The Employer is responsible for the design of the entire scope of works, including all peripheral repair and site works.

## **1.8. CONTRACTOR'S DESIGN**

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

## **2. Drawings**

- 2.1.** The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.
- 2.2.** The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.
- 2.3.** All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.
- 2.4.** The Drawings prepared by the Employer for the permanent Works are listed and bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.
- 2.5.** The following drawings are attached to the document:



Drawing Number	Drawing Title	Drawing Revision
	Book of drawings	0
	Drawing list	0
THLM/07/2019/LP/01	Locality map	0
THLM/12/2019/OD/01	Layout Drawing	0
THLM/12/2019/SSR/01	Football pitch and Athletic track	0
THLM/12/2019/AB/01	Ablution blocks	0
THLM/12/2019/PH/01	Concrete pump house	0
THLM/12/2019/BD/SD/01	Bedding details	0
THLM/12/2019/SD/SD05	Subsoil drainage details	0
THLM/12/2019/PCD/SD/01	Pipe culvert details	0
THLM/12/2019/SD//PD/01	Paving details	0
THLM/12/2019/SD//PL/02	Paving layers	0
THLM/12/2019/SD/KD/03	Kerbs details	0
THLM/12/2019/SB/SD-01	Sign board	0
		0

## 2.6. DESIGN PROCEDURES

2.6.1. New and existing infrastructure will be considered under this contract.

## 3. SUBCONTRACTING

3.1. The contractor will be required to sub-contract at least of **25 %** of the value of the construction work to designated local sub-contractors, suppliers and/ or SMME's identified by the engineer on behalf of and/ or in liaison with the employer, which will be selected from a local database.

## 4. CONSTRUCTION

### 4.1. GENERAL SPECIFICATION

4.1.1. This section of the Contract documents should be read together with all other sections and Standardized and Particular Specifications included in the Contract documents or Standardized Specifications mentioned in the Contract documents, but separately available. The documents should be read and interpreted jointly to determine the full requirements of the Contract.

### 4.2. SITE ESTABLISHMENT

4.2.1. The Contractor is responsible for Site Establishment. The construction yard will not be serviced, and the Contractor shall make arrangements to connect all necessary services to specific points. The Contractor shall bring to the Site all his necessary construction equipment and install all stationary construction equipment and plant at locations and in the manner accepted by the Engineer. The Contractor shall submit sufficiently detailed plans showing the proposed locations of such stationary equipment and other pertinent data. No installation of such stationary equipment shall be undertaken unless the corresponding plans have been accepted by the Engineer.

## 5. Services and facilities provided by the Employer



**5.1. Source of water supply**

- 5.1.1.** The Contractor shall make his own arrangements for the supply of water for construction and testing purposes. The Contractor will be required to supply, install, operate, and maintain at his cost, such temporary pipework and storage facilities as may be necessary to ensure sufficient supply. The supply shall be metered. The Contractor will also be required to pay all connection fees, cost of water drawn from the water supply authority's system at the ruling tariffs in force at the time as well as include all such requirements throughout the duration of the Contract.

**5.2. Source of power supply**

- 6.** The Contractor shall make his own arrangements temporary power supply for construction purposes. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges for whatever temporary power supplies he may require for his use on the site as well as include all such requirements throughout the duration of the Contract.

**7. Facilities provided by the Contractor**

**7.1. Contractor's camp**

- 7.1.1.** On this Site, the Contractor shall be responsible in establishing the final grade for his site establishment requirements including; construction offices, storage areas, warehouse, machine and repair shops, fuel tanks, storage tanks, power and water distribution lines and provide such related facilities and sanitary conveniences that are necessary for maintaining health, peace and order, and safety in the work areas. The positions of all buildings constructed by the Contractor for his own use will be subject to the acceptance of the Engineer. Temporary and permanent fencing around the Contractor's Site establishment areas and electrical and mechanical apparatus connected to the electrical supply shall be erected by the Contractor where needed. On completion of work on Site, buildings constructed by the Contractor for his own use shall be demolished, including foundations, and the ground reinstated. Underground services to these buildings shall be removed.
- 7.1.2.** The Contractor shall be responsible for all temporary services required by him both for the site establishment area, camp site and for construction purposes, including water, electricity, sewage, and communication facilities.
- 7.1.3.** Covered accommodation for perishable or corrodible materials, fittings and the like shall be adequate and suitable for their purpose and, particularly in the case of cement stores, shall be well ventilated, weatherproof and waterproof with floors raised off the ground, so as to keep the materials perfectly dry and freely aerated. All such accommodation shall be subject to the approval of the Engineer who shall always have free access to the premises.
- 7.1.4.** In addition to the above, the Contractor shall provide one toilet per 10 workmen. Portable toilet facilities shall be made available to workers of both male and female genders, the number provided to be in proportion to the ration of the sexes. The toilets shall be in the vicinity of the work site, shall be screened from public view and the use thereof shall be enforced. The Contractor shall, where applicable, make the necessary arrangements for the regular removal of night soil. The Contractor is to ensure portable toilet facilities are cleaned on a regular basis.

**7.2. Storage and laboratory facilities**





- 7.2.1. The Contractor shall provide all storage and laboratory facilities required for the proper execution of the works.
- 7.3. Other services and facilities
- 7.3.1. The requirements of the Engineer's Site establishment are detailed in Project Specification PSA and PSAB.
- 7.4. Disposal of refuse
- 7.4.1. The Contractor shall be responsible for the disposal of refuse and waste generated by his staff daily. The site is to be kept clean, neat, and tidy, to the Employer's satisfaction.
- 7.5. Telephone facilities
- 7.5.1. The Contractor is to provide his own telephone facilities as well as facilities for the use of the Engineer, or his representative for the duration of the Contract.
- 7.6. Housing facilities
- 7.6.1. The Contractor will not be required to provide housing facilities for the Engineer's staff. No accommodation for the Contractor's employees will be permitted on site.
- 7.7. Notice boards
- 7.7.1. The Contractor will be permitted to display two notice boards advertising his Contract on or near the Site or access points to the project area. The notices shall be of a form and in a position accepted by the Engineer and shall include details of other parties involved (including the Employer) as well as the Contractor. No advertisement shall be displayed without the acceptance of the Engineer.
- 7.8. Site usage
- 7.8.1. Working with road reserves, Eskom servitudes, etc.
- 7.8.2. The Contractor is to confine his activities strictly to the indicated working areas and to the spoil sites and the direct access roads to these. He shall not work outside his designated working areas except with the prior approval of the Employer, in writing. It is advised that the Contractor takes note of damaged structures or parts thereof and report these to the Engineer in writing before work starts at or near an existing structure to prevent possible disputes with the occupant or owner.
- 7.9. Site safety and precautions against nuisance
- 7.9.1. The Works is to be conducted within residential areas with pedestrian and vehicular traffic. The watching, barricading, lighting, and traffic control on site shall be carried out where required in strict compliance with these specifications. The Contractor shall ensure that all safety measures are strictly adhered to.
- 7.9.2. Plant used on the Works shall be as efficiently silenced as possible and noisy operations will be permitted between the hours of 07:00 and 17:00 only. Any work outside normal working hours requires written approval by the Engineer 24 hrs in advance.
- 7.9.3. Dust suppression is required for all earthworks activities prone to form excessive dust. Any rock or debris falling from trucks on any haul road shall be removed immediately. Precautions shall be taken



to prevent fouling of the site and public roads by trucks. The Engineer may instruct the Contractor to clean roads where any material or debris deposited by any construction vehicle may constitute a danger to the public.

- 7.9.4.** The Contractor is solely responsible for the security of his camp, plant, and materials. The Contractor is to familiarise himself with the locality of the proposed site and allow sufficient security measures to protect the works. The Employer will not be held responsible for any damages, theft or

**7.10.** Permits and wayleaves

- 7.10.1.** The Employer will make the arrangements for all security access permits and wayleaves necessary within the Works.

**7.11.** Alterations, additions, extensions, and modifications to existing works

- 7.11.1.** Interfaces with existing works are indicated on the relevant drawings as far as possible. The Contractor shall take note of these and make appropriate allowances for dealing with, and where necessary, making modifications or tying into these services.

**7.12.** Inspection of adjoining properties

- 7.12.1.** The Contractor will be required to inspect all properties within 50m radius of any excavation on site before and after completion of the works. A detailed written and photographic record of the inspections is to be submitted to the Engineer and Client prior to excavation activities commence.

**7.13.** Water for construction purposes

- 7.13.1.** The Contractor is required to construct and maintain standpipes for construction water.

**7.14.** Survey control and setting out of works

- 7.14.1.** Before commencing the operations, the Contractor shall locate and mark all survey pegs and beacons and shall immediately submit a written report in duplicate of any missing or damaged pegs and beacons to the Engineer's Representative, who shall verify the facts and return a countersigned copy of the report to the Contractor. Other than in the case of setting out pegs, the Contractor will be held responsible for the replacement by a registered land surveyor of all beacons or pegs found damaged or missing on completion of the Works which were not reported as such by the Contractor before commencing operations.

- 7.14.2.** Survey records of beacons, bench marks, etc., replaced shall be submitted to the Engineer. Attention in this regard is drawn to Sections 35(1) and (2) of the Land Survey Act of 1927 which lays down the penalties applicable to those who are responsible for interfering with permanent survey beacons, bench marks, reference marks or trigonometric stations.

**8.** **PLANT & MATERIALS**

**8.1.** Materials supplied by the Employer

- 8.1.1.** No materials will be supplied by the Employer. The construction yard will not be serviced, and the Contractor shall arrange to connect all necessary services.

**8.2.** Materials, samples, and shop drawings



- 8.2.1. All materials required for incorporation into the permanent works are to be supplied by the Contractor. Where possible, these materials shall be sourced from within the area, considering availability of supply, price, and continuity of supply. In-situ material can be used where suitable. Spoiling and spreading of material will not be permitted on site and suitable temporary stockpile areas must be identified by the Contractor and approved by the Engineer prior to stockpiling.

## 9. **CONSTRUCTION EQUIPMENT**

- 9.1. The Contractor shall provide all construction equipment and plant necessary to complete the works.

### 9.2. Requirements for equipment

- 9.2.1. All construction equipment shall be used for the purpose that it was designed for, should be in good working condition and shall be used in a safe manner and shall comply with all relevant legal and roadworthy aspects.

### 9.3. Equipment provided by the Employer

- 9.3.1. The Employer will not provide any plant and equipment required for construction purposes. All equipment and plant required shall be provided by the Contractor.

## 10. **EXISTING SERVICES**

### 10.1. Known services

- 10.1.1. The position of the known existing services is indicated on the layout drawings as far as reasonably possible. The Contractor shall, however, take note of the fact that this is a developed site which is adjoined and crossed by many services. The Contractor must therefore make provision for suitable means of locating and accommodating all services, including those not known or shown on the drawings. This, however, does not relieve the Contractor from responsibility of verifying if any additional services are present in the area by searching and probing the terrain in question for any existing services or indications of the presence of such services. The Contractor shall at all times exercise the utmost care when working in their vicinity and shall take all necessary steps to protect any existing services whatsoever against damage which may arise as a result of his operations on site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time. All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

### 10.2. Treatment of existing services

- 10.2.1. Work will be carried out in the vicinity of existing services and all such services shall remain in operation at all times, except where arrangements have been made for the interruption of the service for the purposes of carrying out the Works under this Contract.
- 10.2.2. Existing overhead and underground services may be indicated on drawings held by the respective service providers. Should the Contractor find evidence of possible buried services, he shall notify the Engineer immediately thereof. The Engineer will assess the situation and instruct the Contractor on an appropriate course of action to be taken.
- 10.2.3. The Contractor shall be responsible for checking the locations of all services and to ensure that no damage is caused by construction operations.
- 10.2.4. The Contractor, before starting any excavations or where indicated in the scope of work or site information that underground services either cross or are located adjacent to the Works that is to be constructed, such services shall be exposed by hand ahead of trenching operations to enable any



changes that might be needed in the design of the pipelines to be made timeously. Care shall be taken in exposing such services to avoid damaging them. An item has been allowed for in the Bill of Quantities for hand excavation or other methods to search for existing services.

- 10.2.5.** All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

**10.3.** Use of detection equipment for the location of underground services

- 10.3.1.** The Contractor shall be allowed to use non-intrusive equipment for the location of existing services if so agreed. Should excavation be required to identify and or expose any services this shall be for the account of the contractor and shall only proceed once the relevant permits or approvals have been issued by the Employer.

**10.4.** Damage to services

- 10.4.1.** Should any existing services be damaged by the Contractor, the Engineer shall be informed immediately. The Contractor shall repair the damaged service if so instructed by the Engineer or shall assist in the repair of the service as instructed by the Engineer at the Contractor's own cost.

**11.** **VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS**

- 11.1.** Although not bound in nor issued with this document, the following standard specifications shall form part of the contract and notwithstanding the provision of sub-clause 2.2 of SANS, the editions specified below shall apply:

<b>11.1.1.</b>	SANS 1200 A	:	General
<b>11.1.1.1.</b>	SANS 1200 AB	:	Engineers Office
<b>11.1.1.2.</b>	SANS 1200 C	:	Site clearance
<b>11.1.1.3.</b>	SANS 1200 D	:	Earthworks
<b>11.1.1.4.</b>	SANS 1200 DB	:	Earthworks (Pipe Trenches)
<b>11.1.1.5.</b>	SANS 1200 GA	:	Concrete (small works)
<b>11.1.1.6.</b>	SANS 1200 L	:	Medium Pressure Pipelines
<b>11.1.1.7.</b>	SANS 1200 LB	:	Bedding (Pipes)

- 11.2.** In addition, the following particular specification that is bound into this document shall apply.

<b>11.2.1.</b>	Specification PS L	:	Medium pressure pipelines
<b>11.2.2.</b>	Specification PS SL	:	Steel pipes
<b>11.2.3.</b>	Specification PS G	:	Concrete (Structural)

- 11.3.** The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

**12.** **Procurement**

**12.1.** **Preferential procurement procedures**



- 12.1.1. The works shall be executed in accordance with the Preferential Procurement Policy Framework Act and Preferential Procurement Regulation 2011.

## PROJECT SPECIFICATION: CIVIL AND STRUCTURAL

### PSA SANS 1200 A: GENERAL

#### PSA 1 SCOPE

*REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:*

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

#### PSA 2 INTERPRETATIONS

##### PSA 2.3 DEFINITIONS

*IN THE OPENING PHRASE BETWEEN THE WORDS "SPECIFICATION" AND "THE FOLLOWING", INSERT THE WORDS "THE DEFINITIONS GIVEN IN THE CONDITIONS OF CONTRACT AND".*

##### (a) General

*ADD THE FOLLOWING DEFINITIONS:*

'General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data (GCC 2015, 3<sup>rd</sup> Edition) as applicable.

'Specified': As specified in the Standardized Specifications, the Drawings, or the Project Specifications. 'Specifications' shall have the corresponding meaning."

##### (b) Measurement and payment

*REPLACE THE DEFINITIONS FOR*

"Fixed charge", "Time-related charge"

*AND*

"Value-related charge"

*WITH THE FOLLOWING:*

"Fixed charge": A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

"Time-related charge": A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

"Value-related charge": A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

#### PSA 3 MATERIALS

##### PSA 3.1 QUALITY



**ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:**

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

**PSA 4      PLANT**

**PSA 4.1      SILENCING OF PLANT**

**REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:**

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended. The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations. Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise to comply with the said regulations."

**PSA 4.2      CONTRACTOR'S OFFICES, STORES AND SERVICES**

**ADD THE FOLLOWING PARAGRAPH BEFORE THE EXISTING FIRST PARAGRAPH IN SUBCLAUSE 4.2:**

"The Contractor's buildings, sheds and other facilities erected or utilized on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

**DELETE**

"and first-aid services"

**IN THE SECOND PARAGRAPH OF SUBCLAUSE 4.2 AND ADD THE FOLLOWING:**

"The Contractor shall provide on the Site and near the actual locations where the work is being executed, one portable toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, to ensure that easy access to the toilets is maintained. The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

**PSA 5      CONSTRUCTION**



**PSA 5.1 SURVEY**

**PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act**

*DELETE THE WORDS*

"in the vicinity of boundaries"

*IN THE SECOND SENTENCE OF SUBCLAUSE 5.1.2 AND REPLACE THE WORDS*

"under the direction of"

*IN THE SAME SENTENCE WITH*

"in consultation and liaison with".

*ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.1.2:*

"The Contractor and the Engineer shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

*REPLACE THE THIRD SENTENCE OF SUBCLAUSE 5.1.2 WITH THE FOLLOWING:*

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the registered land surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement, and certification as aforesaid shall be entirely for the Contractor's account. This, with the provision always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- (a) Cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and
- (b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control."



**PSA 5.3 PROTECTION OF EXISTING STRUCTURES**

*REPLACE*

" Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)"

*WITH*

"Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended,"

*AND INSERT THE FOLLOWING AFTER "(ACT NO. 27 OF 1956)":*

"as amended".

**PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

*REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:*

**"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES**

**PSA 5.4.1 Location of existing services**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services, which can reasonably be expected by an experienced and competent contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, using appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of sub-clauses 4.4 and 5.1.2.2 of SANS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans, but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.





Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause,

The Contractor shall also be liable for consequential damage regarding (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilizing the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

#### **PSA 5.4.2 Protection during construction**

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of sub-clause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 93% modified AASHTO density.

#### **PSA 5.4.3 Alterations and repairs to existing services**

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either decide for such work to be executed by the owner of the service or instruct the Contractor to make such arrangements himself.



Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

#### **PSA 5.7 SAFETY**

*REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:*

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install, and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the public
- (c) Implement on the site of the works, such procedures and systems and keep all records as may always be required to ensure compliance with the requirements of the Act
- (d) Implement all necessary measures to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11 (GCC 2010) of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 5.13.1 (GCC 2010) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.



Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of clause 9.2 (GCC 2010) and for the Employer to terminate the Contract in accordance with the further provisions of the said clause 9.2 (GCC 2010)

*ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 5:*

**"PSA 5.9 SITE MEETINGS**

The Contractor or his authorized agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case, whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

**PSA 6 TOLERANCES**

*ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:*

**"PSA 6.4 USE OF TOLERANCES**

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorized' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' dimensions.

If the work is constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorized' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorized' dimensions, and where the actual dimensions are less than the 'authorized' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."



**PSA 7      TESTING**

**PSA 7.1      PRINCIPLES**

**PSA 7.2      APPROVED LABORATORIES**

*REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:*

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract
- (b) Any testing laboratory owned, managed, or operated by the Employer or the Engineer
- (c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- (d) Any other laboratory that the Engineer approves in his absolute discretion."



**PSA 8      MEASUREMENT AND PAYMENT**

**PSA 8.1      MEASUREMENT**

**PSA 8.1.1      Method of measurement, all sections of the Schedule**

*DELETE THE WORDS*

" and South West Africa".

**PSA 8.1.2      Preliminary and General item or section**

**PSA 8.1.2.1      Contents**

*REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(B) WITH THE FOLLOWING:*

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

**PSA 8.1.2.2      Tendered sums**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items 8.3 and 8.4 shall collectively cover all charges for:

risks, costs, and obligations in terms of the Conditions of Contract and of this standardized specification

head-office and site overheads and supervision

profit and financing costs

expenses of a general nature not specifically related to any item or items of the permanent or temporary work

providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and

providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."



## PSA 8.2 PAYMENT

### PSA 8.2.1 Fixed-charge and value-related items

*REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:*

#### PSA 8.2.1.1 Fixed-Charge Items

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- a) Payment under this item will be **paid as a pro-rata % of the approved phase allocation** in relation to the total tender sum.
- b) Pro-rata payment will further be subjected to the following:
  - (i) **EIGHTY PER CENT (80%)** of the sum tendered will be paid when the facilities have been provided and approved.
  - (b) The **remaining TWENTY PER CENT (20%)** will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the Contract.

### PSA 8.2.2 Time-related items

*REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:*

"Subject to the provisions of sub clause 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

## PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

*REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:*

### "PSA 8.5.1 Works executed by the Contractor Sum

**Unit: Prov**

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed for in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 6.6 (GCC 2015).



**PSA 8.6 PRIME COST ITEMS**

*REPLACE SUBCLAUSE 8.6 WITH THE FOLLOWING:*

**"PSA 8.6 PRIME COST SUMS**

- |     |   |                     |
|-----|---|---------------------|
| (a) | Description of item to which Prime Cost Sum applies | <b>Unit: PC Sum</b> |
| (b) | Charge required by Contractor on sub-item (a) above | <b>Unit: %</b>      |

Sub items (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub item(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related sub-item (a). The percentages tendered by the Contractor for each respective sub-item (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under sub item (b), or tendered a zero percentage, the Contractor's tendered rate for sub item (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under sub item (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

*ADD THE FOLLOWING SUBCLAUSE:*

**"PSA 8.10 COMPLIANCE WITH OHS ACT AND REGULATIONS  
UNIT: SUM**

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations as per Gazette 10113 of 7/02/2014) at all times for the full duration of the Contract, as described in C3.10. This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."



**PSAB SANS 1200 AB: ENGINEER'S OFFICE**

**PSAB 3 MATERIALS**

**PSAB 3.1 NAMEBOARDS**

*REPLACE THE FIRST SENTENCE OF SUBCLAUSE 3.1 OF SABS 1200 AB WITH THE FOLLOWING:*

"The Contractor shall supply and erect at locations approved by the Engineer, the number of contract name boards as specified, which, unless otherwise specified in the Contract, shall comply with the recommendations for the standard board of the South African Association of Consulting Engineers with regard to size, painting, decorating and detail, and the requirements described hereunder."

**PSAB 3.2 OFFICE BUILDINGS**

*REPLACE THE CONTENTS OF SUBCLAUSE 3.2 WITH THE FOLLOWING:*

"The contractor shall provide and furnish 1 office for the use of the Engineer. The office shall consist of one room with a floor area of at least 12m<sup>2</sup> and ceiling height of 2.5m. The office shall be well ventilated and shall be internally furnished with the following:

- One office desk of 1,8 x 1,0 minimum with lockable drawers.
- Two upholstered office chairs.
- One plan table of 3m x 1,0m 1,0 m high covered with melamine.
- One three drawer lockable steel filing cabinet.
- Acceptable lighting

*ADD THE FOLLOWING SUBCLAUSE*

**PSAB 3.2.1 PARKING FACILITIES**

The contractor shall provide 2 covered carports. Carport to be permanent steel fixtures and covered with IBR roof system."

**PSAB 4 PLANT**

*ADD THE FOLLOWING SUBCLAUSE*

**PSAB 4.2 SURVEY EQUIPMENT**

The Contractor shall provide on-site and make available for the exclusive use of the Engineer and his staff, survey equipment i.e Dumpy level with tripod and staff. All survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose. The survey equipment provided by the Contractor shall be for the exclusive use of the Engineer and his staff, for the purposes of the Contract."

**PSAB 5 CONSTRUCTION**

*ADD THE FOLLOWING SUBCLAUSE*





#### **PSAB 5.6 SURVEY EQUIPMENT**

All survey equipment provided by the Contractor shall always be kept calibrated and fully serviced by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff. Where required by the Engineer, the Contractor shall, at his own cost, promptly arrange for the recalibration of survey equipment provided."



**PSC SANS 1200 C: SITE CLEARANCE**

**PSC 3 MATERIALS**

**PSC 3.1 DISPOSAL OF MATERIAL**

*ADD THE FOLLOWING:*

"The Contractor shall obtain his own licensed dumping sites for the disposal of material and all transport costs shall be included in the rates for earthworks and site clearance, including the items listed under SANS 1200D, DB and LB."

**PSC 5 CONSTRUCTION**

**PSC 5.1 AREAS TO BE CLEARED AND GRUBBED**

*ADD THE FOLLOWING:*

"Pipeline routes shall be cleared to a width of 1.5 m on both sides of the pipeline center line. Route pegs or markers shall not be destroyed or damaged during clearing operations." (Where applicable).

**PSC 5.2 CUTTING OF TREES**

**PSC 5.2.3 Preservation of trees**

**PSC 5.2.3.2 Individual trees**

*REPLACE THE LAST SENTENCE WITH THE FOLLOWING:*

"An amount of R 10,000.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

**PSC 5.5 RECLEARING OF VEGETATION**

*ADD THE FOLLOWING:*

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

**PSC 8 MEASUREMENT AND PAYMENT**

**PSC 8.2 PAYMENT**

*ADD THE FOLLOWING:*

**PSC 8.2.11 Take down and re-erect existing fences**

**Unit: m**

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the cost of re-erecting the fence in its original position using the dismantled material, the cost of temporary



bracing of the fencing sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling.

**PSC 8.2.12 Moving and stacking pipes**

**Unit: Sum**

The stacking of the pipes must be done according to the pipe manufacturer's requirements or as per the method statement provided by the contractor and approved by the engineer. The stacking sites will be fenced and provided with a double leaf gate. The stacking area must be prepared by clearing of vegetation and compaction of the in-situ material (to 90% Mod AASHTO density).

The rate shall cover the cost of loading, transporting, and stacking of the pipes, preparation of the stacking area and fencing of the stacking area as well as adherence to the Health and Safety specifications



**PSD SANS 1200 D: EARTHWORKS**

**PSD 3 MATERIALS**

**PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES**

**PSD 3.2 CLASSIFICATION FOR PLACING PURPOSES**

**PSD 3.2.2 Material Suitable for Replacing Over break in Excavations for Foundations.**

*ADD THE FOLLOWING:*

"Where over break occurs under foundations or other elements placed on the ground it shall be replaced with mass concrete class 20 MPa/19mm. Replacing over break will be done at the Contractor's expense."

**PSD 4 PLANT**

**PSD 4.4 DETECTORS**

*REPLACE THE CONTENTS OF SUBCLAUSE 4.4 WITH THE FOLLOWING:*

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of sub clause 5.4 of SANS 1200 A and sub clause 5.1.2 of SANS 1200 D, at his own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

**PSD 5 CONSTRUCTION**

**PSD 5.1 PRECAUTIONS**

**PSD 5.1.1 Safety**

**PSD 5.1.1.1 Barricading and lighting**

*REPLACE:*

"Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" WITH "Mine Health and Safety Act, 1993 (Act No 29 of 1996) as amended".

**PSD 5.1.1.2 Safeguarding of excavations**

*REPLACE:*

"Machinery and Occupational Safety Act" WITH " Mine Health and Safety Act, 1993 (Act No 29 of 1996) as amended)".

**PSD 5.1.2 Existing services**

**PSD 5.1.2.2 Detection, location, and exposure**

*REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:*



"The exposure by the Contractor of underground services, as required in terms of sub clause 5.4 of SABS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Engineer.

Unless otherwise instructed or agreed by the Engineer, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

- (a) In roadways: 93% Mod AASHTO density; and
- (b) In all other areas: 90% Mod AASHTO density.

Where hand excavations to expose underground services must be carried out in roadways, the Contractor shall reinstate the road layer works in accordance with the provisions of sub clause 5.9 of SANS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with sub clause PSD 8.3.8.1.

Payment in respect of reinstating layer works in roadways will be made in accordance with sub clause 8.3.6.1 of SANS 1200 DB (as amended)."

**PSD 5.1.2.3 Protection of cables**

*REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:*

**PSD 5.1.2.3 Protection of cables during construction**

Further to the requirements of sub clause 5.4.2 of SANS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation near known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of sub clause 5.4.2 of SANS 1200 A (as amended), immediately notify the Engineer thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimize the occurrence of any further damage occurring."



**PSD 5.2 METHODS AND PROCEDURES**

**PSD 5.2.2 Excavation**

**PSD 5.2.2.1 Excavation for general earthworks and for structures**

*ADD THE FOLLOWING TO PARAGRAPH (b):*

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. In general, payment will be made for excavating a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

*REPLACE THE FIRST SENTENCE OF PARAGRAPH (e) WITH THE FOLLOWING:*

"Where excavations have been carried below the authorized levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material, whichever is the higher density. This will be done at the expense of the Contractor.

Where excavations for structures have been carried out in hard material, the Engineer may direct that over-excavation be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall re-trim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

**PSD 5.2.5 Transport for Earthworks**

**PSD 5.2.5.1 Free haul**

*DELETE THE CONTENTS OF THIS CLAUSE AND REPLACE IT WITH THE FOLLOWING:*

"The free haul distance for the project is 2km."

**PSD 5.2.5.2 Overhaul**

*DELETE THE CONTENTS OF THIS CLAUSE AND REPLACE IT WITH THE FOLLOWING:*

"Overhaul distance shall be as specified in the BOQ."

**PSD 6.1 Tolerances**

*ADD THE FOLLOWING:*

"All works shall be finished to a degree of accuracy II."



**PSD 6.2 Moisture content and density**

The permissible deviation from OMC and density shall, accept where otherwise specified, be to a degree of accuracy II.

**PSD 8 MEASUREMENT AND PAYMENT**

**PSD 8.3 SCHEDULED ITEMS**

**PSD 8.3.8 Existing Services**

**PSD 8.3.8.1 Location**

*REPLACE ITEM 8.3.8.1 WITH THE FOLLOWING:*

"8.3.8.1 Hand excavation for locating and exposing existing services:

(a) In roadways.....Unit: m<sup>3</sup>

(b) In all other areas.....Unit: m<sup>3</sup>

The unit of measurement shall be the cubic meter of material excavated, measured in place according to the authorized or actual dimensions of the excavation, whichever is the lesser.

The tendered rates shall cover the cost of excavating in all materials by means of hand tools within authorized dimensions and at locations approved by the Engineer in accordance with the requirements of sub clause PSA 5.4.1 for all precautionary measures necessary to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The tendered rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layer works and surfacing shall be measured and paid for in terms of SABS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations."



**PSLDB SANS 1200 DB: EARTHWORKS - PIPE TRENCHES**

**PSDB 3 MATERIALS**

**PSDB 3.5 BACKFILL MATERIALS**

*IN PARAGRAPH (A) INSERT*  
"and (c)"

*AFTER "(b)" IN THE FIRST LINE.*

*RENUMBER PARAGRAPH (b) AS "(c)" AND INSERT THE FOLLOWING NEW PARAGRAPH (b):*

- (b) In the particular area subject to road traffic which lies between lines 2,0m beyond edge of roadway and 1,0m beyond back of kerb for barrier kerbs, hereinafter referred to as "areas under roadways", the material used for backfill shall be one of the following:
- (i) A sub-base quality material conforming to the requirements of SANS 1200ME compacted in 150mm layers to 95% Mod. AASHTO density.
  - (ii) An approved selected granular material compacted in 150mm layers to 93% Mod. AASHTO density.

Amend paragraph (c) by the insertion after the word "traffic" of the words "other than under roadways". Add "The materials specified herein shall be used for backfill under paved sidewalks and in other areas ordered by the Engineer."

Under roadways and at depths exceeding 3 meters the maximum trench width below the crown of the pipe shall not exceed the minimum specified by more than 20%. Should these widths be exceeded the Contractor shall at his own cost provide a higher class bedding than that called for to give the equivalent structural strength and where this is not practicable take such other measures to the approval of the Engineer as are necessary to attain this result."

**PSDB 3.7 Selection**

*REPLACE THE WORDS*  
"if he so wishes"

*IN THE FIRST LINE OF THE SECOND PARAGRAPH WITH THE WORDS*  
"at his own cost".

**PSDB-4 PLANT**

**PSDB 4.1 EXCAVATION EQUIPMENT**

*AMEND*  
"50%"  
*TO READ*  
"20%"

**PSDB 5.1 PRECAUTIONS**





**PSDB 5.1.2 Storm water, Seepage and Dewatering of Excavations**

**PSDB 5.1.2.2 Special Water Hazards**

*ADD THE FOLLOWING:*

"No specific items will be scheduled for special water hazards; the Contractor shall include for dealing with all water in his tendered rates for earthworks."

**"PSDB 5.1.3 Accommodation of traffic and access to properties**

*REPLACE THE SEMICOLON AND THE WORD*

*"and"*

*AT THE END OF SUBCLAUSE 5.1.3(a) WITH A FULL STOP AND REPLACE ITEM (b) WITH THE FOLLOWING:*

"(b) Where necessary to achieve compliance by the Contractor with his obligations in terms of the Project Specifications to provide and maintain pedestrian and vehicular access to properties affected by the works, the Contractor shall construct and maintain to the satisfaction of the Engineer, such temporary access roads around, and/or steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties.

Temporary pedestrian access bridges shall be at least 1,2 m wide and temporary access bridges for vehicles shall be at least 3,6 m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Except only where the Engineer has included in the Schedule of Quantities, particular payment items specifically therefor, the Contractor will not be paid directly for the construction and maintenance of temporary access roads and/or the provision and maintenance of bridges as aforementioned, and the costs thereof shall be deemed included in the Contractor's tendered rates for excavation."

*ADD THE FOLLOWING NEW SUBCLAUSES TO SUBCLAUSE 5.1:*

**PSDB 5.1.5 Removal of existing pipelines**

Where existing pipes must be removed, they shall be carefully opened by machine excavation to 300 mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation. The excavation width shall comply with sub clause 8.2.3.

The pipes shall be removed from the trench in a manner approved by the Engineer and brought to the surface for inspection by the Engineer.

Pipes that are declared suitable for reuse and pipes declared unfit for reuse shall be dealt with in an applicable manner described in the specifications, or on the Drawings or on the Engineer's instructions, as relevant."



**PSDB 5.1.6 Maximum length of open trench**

The Contractor shall plan his operations in such a manner that the length of trench excavation remaining open shall be restricted to the absolute minimum. Unless otherwise permitted by the Engineer in writing the total length of open trench shall not exceed three hundred (300) meters.

Regardless of any approval or permission granted by the Engineer, the Contractor shall comply with any restrictions on length of trench contained in his insurance policy.

**PSDB 5.4 EXCAVATION**

*ADD THE FOLLOWING:*

"Except where otherwise specified, trenches shall be of such a depth that the minimum cover over the pipes shall be 1000 mm except at stream-crossings where the minimum cover shall be 2 000 mm."

**PSDB 5.5 TRENCH BOTTOM**

*EXTEND THE SUB-CLAUSE TO INCLUDE THE FOLLOWING:*

- "(a) On completion of excavation, before the bottom is trimmed or bedding is placed, the bottom of the trench in suitable material shall be so compacted that the density of the upper 100mm thick layer of material is 90% of modified AASHTO density.
- (b) Should the nature of the material be such that the specified density cannot be achieved the bottom of the trench shall be over-excavated, the bottom of the over-excavation compacted, and the excavated material replaced and compacted; the depths of over-excavation, which shall be agreed with the Engineer, shall be such that the specified density is attained at the bottom of the trench.
- (c) Where, in the opinion of the Engineer, the trench bottom is unacceptably wet or unstable due to the presence of ground water (but not due to negligence on the part of the Contractor) the Engineer will order the Contractor to over-excavate the trench and refill with 19mm stone complying with the relevant requirements of SANS 1083."

**PSDB 5.6 BACKFILLING**

**PSDB 5.6.3 Disposal of soft excavated material**

Surplus and unsuitable material shall be disposed of in designated spoil areas or utilized as fill, as directed by the Engineer.

**PSDB 5.6.8 Transport for earthworks for pipe trenches.**

*REPLACE THE CLAUSE WITH THE FOLLOWING:*

"All material obtained from the trench, from the site or from the borrow pits for use as backfill or bedding, will be considered to be transported within the free haul distances, irrespective of the distance hauled, as well as any spoil of hard material to an approved spoil site.



**PSDB 7      TESTING**

**PSDB 7.2      TAKING AND TESTING OF SAMPLES**

*ADDITIONAL CLAUSE AFTER SUBCLAUSE 7.1*

"In terms of sub clause 7.2 of SANS 1200 D, the Contractor shall carry out sufficient tests to satisfy himself about the consistency of materials place around and over pipes. He shall make provision for this in his Quality Assurance Programme. Should it be found that insufficient tests are being taken to prove the above, due to for example inconsistencies, the Engineer may instruct additional tests to be taken at the Contractor's expense. These tests shall be deemed to be separate from the tests instructed under Clause 7.1."

**PSDB 8      MEASUREMENT AND PAYMENT**

**PSDB 8.3      SCHEDULED ITEMS**

**PSDB 8.3.2      Excavate in all materials for trenches, backfill, compact, and dispose of surplus material (Clause 8.3.2(a))**

*ADD THE FOLLOWING CLAUSES:*

The attention of the Contractor is drawn to clauses 5.2, 8.1 and 8.2 of SANS 1200DB in relation to the basic principles of quantity calculation and measurement and payment for excavation, backfilling and compaction in the pipe trenches.

The unit of measurement shall be the volume (m<sup>3</sup>) of material excavated, backfilled and compacted (inclusive of surplus disposal), measured on the neat lines of the drawings, as specified in SANS 1200DB clauses 5.2, 8.1 and 8.2.

The rate for this item shall include all costs for lateral support. Lateral support will not be measured and paid separately for this Contract. The Tendered rate shall make allowances for any deviation in the total volume of excavated and compacted material resulting from the trench profile produced using the Contractor's proposed method of construction, as compared to that illustrated on the drawings.

**PSDB 8.3.3      Excavation ancillaries**

**PSDB 8.3.3.3      Compaction in Road Reserves**

*DELETE THE HEADING AND SUBSTITUTE:*

Compaction in areas subject to road traffic

(a)      under roadways to 95% MOD AASHTO

Unit: m<sup>3</sup>

(b)      elsewhere 93% MOD AASHTO

Unit m<sup>3</sup>



**PSDB 8.3.4 Particular Items**

**PSDB 8.3.4.a Shore trench opposite structure or service**

*ADD THE FOLLOWING:*

“It will be the Contractor’s responsibility to ensure the safety and stability of all trenches. Payment for shoring, should it be necessary, shall be deemed to be included in the rates tendered for trench excavation.”



**PSG SANS 1200 G: CONCRETE (STRUCTURAL)**

**PSG 3 MATERIALS**

**PSG 3.2 CEMENT**

*ADD THE FOLLOWING:*

"Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification: SABS ENV 197-1 "Cement composition, specifications and conformity criteria Part 1: Common cements."

**PSG 3.2.2 Alternative types of cement**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"Only CEM I 42,5 (Portland cement) or CEM II/A-V 42,5 (Portland fly ash cement) according to (SANS 50197-1), may be used. The maximum cement extender percentages, which will be considered unless otherwise noted, are as follows:

Foundations	30%
Structure	30%
Surface beds (unreinforced)	10%

Should the Contractor wish to use any other type of cement, he shall obtain the Engineer's prior written approval."

**PSG 3.2.3 Storage of cement**

*ADD THE FOLLOWING:*

"Cement shall not be stored for longer than 12 weeks without the Engineer's permission."

**PSG 3.4 AGGREGATES**

**PSG 3.4.1 Applicable specification**

*ADD THE FOLLOWING:*

"Aggregates to have a maximum absorption of 3% as measured in accordance with BS 812: part2: 1975"

**PSG 3.4.3 Storage of aggregates**

*ADD THE FOLLOWING:*

"When aggregates of different chloride content are stored on the site, their use in the various classes of concrete shall be strictly controlled."

*ADD THE FOLLOWING SUB-SUBCLAUSE:*

**PSG 3.4.4 Aggregate of dolomitic origin**



"Aggregates for structural concrete shall be of dolomitic origin. The quantity of insoluble matter in respect of concrete made with aggregates of dolomitic origin, determined according to the method described in SANS 677, Appendix C, shall not be more than 15%"

**PSG-3.5.1 Approval of admixtures required**

No admixtures or aeration agents may be used without the prior written approval of the Engineer. Admixtures which have a retarding effect on the rate of hydration of the cement may not be used when the concrete temperature is below 20°C. A retarding admixture shall be used if temperatures of concrete mixes using cements of strength class 42.5R or 42.5 are between 20 to 30 °C or where the ambient temperature is between 20 to 30 °C."

**PSG 4 PLANT**

**PSG 4.5 FORMWORK**

**PSG 4.5.1 Design**

*ADD THE FOLLOWING:*

"All formwork or scaffolding required for any part of the Works shall be designed by the Approved Specialist Contractor, and before commencing with the erection of any formwork or scaffolding, the Contractor shall submit the methods he proposes to use to the Engineer for approval. The Engineer has the authority to order alterations to the design or the sizes of any part of the formwork or scaffolding. The Contractor shall check the safety and suitability of all such alterations. The fact that the Engineer has approved or altered any part of the formwork of scaffolding shall not be construed as relieving the Contractor of his responsibility about the strength and stability of the formwork or scaffolding."

**PSG 4.5.2 Finish**

*CHANGE THIS SUB-CLAUSE AS FOLLOWS:*

The quality of finish on the final concrete surfaces shall be as follows:

- |   |        |
|---|--------|
| (a) All visible concrete and up to 150 mm beneath ground level: | Smooth |
| (b) All concrete covered by soil:                               |        |
| Rough   |        |



**PSG 4.5.3 Ties**

*ADD THE FOLLOWING:*

"No plugs, bolts, ties or clamps of any description used to hold the formwork will be allowed to project into or through the concrete unless expressly approved by the Engineer.

Only approved tie-rods consisting of solid rods (that remain embedded in the concrete) and with removable ends shall be used to hold the formwork of the walls. The removable tie-rod ends shall facilitate removal without damage to the concrete, and no permanently embedded parts of such tie-rods shall have less than 50 mm of cover to the finished concrete surface.

The cavities left in the concrete when the tie-rod end cones are removed shall be soundly caulked with a cement mortar to which an approved shrinkage-reducing agent has been added, and shall be neatly finished to a smooth surface uniform with that of the surrounding concrete.

The cost of supplying special tie-rods as well as the filling of cavities left by the tie-rod cones shall be included in the rates tendered for formwork under the appropriate pay items

On no account shall formwork be secured to reinforcing bars."

**PSG 5 CONSTRUCTION**

**PSG 5.1 REINFORCEMENT**

**PSG 5.1.2 Fixing**

*ADD THE FOLLOWING:*

"The Engineer will inspect the reinforcing after it has been fixed in place, the formwork has been cleaned, cover blocks have been positioned, and before concreting commences.

Should the reinforcement be supported by the joint filler, the filler shall be covered with a hard surface on the side to be concreted. The hard surface shall be sufficiently resilient to ensure that the joint and surfaces will be without defects.

Welding of reinforcing steel will not be permitted."

**PSG 5.1.3 Cover**

*ADD THE FOLLOWING:*

"The distance between pipes cast into the concrete and the reinforcing steel shall nowhere be less than

- (a) 40 mm or
- (b) 5 mm plus the maximum size of the coarse aggregate, whichever is the largest.
- (c) the cover specified on the Drawings."



## **PSG 5.2 FORMWORK**

### **PSG 5.2.1 Classification of finishes**

(c) Special

*ADD THE FOLLOWING:*

"This finish is obtained by first giving the surface a smooth finish with the joints between formwork panels forming an approved regular pattern suitable for the appearance of the structure. All projections shall then be removed, irregularities repaired and the surface rubbed or otherwise treated until it is smooth with an even texture, appearance and colour.

If the finish of exposed surfaces does not comply with the requirements for uniformity of the texture and appearance, the Contractor shall, when instructed to do so by the Engineer, rub down the exposed surfaces of the entire structure or any part thereof as specified below, entirely at his own cost. All repairs must be completed before the rubbing commences.

The surface shall be saturated with water for at least one hour. The initial rubbing of the face shall be carried out with a medium coarse carborundum stone together with a small amount of mortar of the same cement/sand ratio as the concrete being repaired. Rubbing shall continue until all form marks, projections and irregularities have been removed and a uniform surface has been obtained. The paste produced by the rubbing shall be kept in place. The final rubbing shall be carried out with a fine carborundum stone and water. This rubbing shall continue until the entire surface has a smooth, even texture and is uniform in colour. The surface shall subsequently be washed with a brush to remove surplus paste and powder."

### **PSG 5.2.2 Preparation for formwork**

*ADD THE FOLLOWING:*

"Construction joints shall be positioned as shown on the Drawings."

### **PSG 5.2.5 Removal of formwork**

*ADD THE FOLLOWING SUBCLAUSE:*

**PSG 5.2.5.6** The Contractor shall make provision for the continued support of beams and slabs while the formwork is being removed and/or for back propping of beams and slabs."

## **PSG 5.3 HOLES, CHASES AND FIXING BLOCKS**

*ADD THE FOLLOWING:*

"Cover blocks for reinforcing and fixtures may be placed into the concrete provided that neither the strength nor any other desirable characteristic (such as the appearance) of the concrete section is affected or impaired in the opinion of the Engineer.

The holes or cavities left by ferrule heads in the concrete shall be filled with an approved non-shrink grout applied strictly in accordance with the manufacturer's specifications."





#### PSG 5.4

#### PIPES AND CONDUITS

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*ADD THE FOLLOWING:*

"All pipes passing through concrete floors, walls or slabs shall be cast into a concrete member simultaneously with the casting of the member. Openings for pipes shall only be left in concrete members when so directed by the Engineer or when shown on the Drawings. Pipes shall be installed in such openings according to the details shown on the Drawings. The pipes shall be sit firmly in position on line and level and have formwork fixed around them.

If water tightness is a requirement where pipes are casted into walls, floors and slabs, the Contractor shall ensure water tightness where smooth-surfaced pipes are used by using an approved method such as tape wrapping the pipes prior to casting in. The cost of such method will be deemed to be included in the rates.

Pipes and specials to be set in concrete as shown on the drawings and listed in the Schedule of Quantities shall have all surfaces in contact with the concrete freed from all coatings and thoroughly scraped and cleaned. The pipes shall be sit firmly in position on line and level and have formwork fixed around them.

Where the pipe or special is supplied by others, the Contractor shall provide a box-out in the wall and cast the unit in at a later stage. When constructing such as box-outs, reinforcement shall not be cut, but shall run through the opening. Reinforcement shall be cut and/or bent out at a later stage to suite the items being cast in. After installation of the item the remaining reinforcement shall be bent back in position.

Where entry holes for pipes/specials have been provided in the walls, the Contractor shall be responsible for the concreting in of such pipes/specials regardless of whether or not these have been supplied by him.

Before commencing with the positioning in holes of any pipes/specials, the Civil Contractor shall:

Remove all formwork and boxing remaining in the holes;

Make any alterations required to the position and shape of the holes and cut reinforcement to suit the item, as directed by the Engineer; and thoroughly scabble and cement slush the sides of the holes so as to obtain a satisfactory bond surface for the new concrete and treat the surface as specified in Sub-clause 5.5.7.

Immediately prior to concreting being carried out by the placing of mortar and concrete around the pipes, the surface of the existing concrete shall be saturated with water. All surplus water shall be removed and the surface covered with a layer, approximately 12mm thick, of mortar made of the same mix as the concrete in which the pipe/specials are to be placed.

The concrete ingredients shall be mixed and placed as dry as possible to obtain a dense, waterproof concrete. The concrete shall be carefully worked around the puddle flange, if any, and the pipe barrel or body of the special, and shall be vibrated in layers so as to obviate a falling away from pipe/special surfaces of the concrete already placed. The whole shall, when set, form a dense, homogeneous and waterproof mass."



**PSG 5.5 CONCRETE**

**PSG 5.5.1 Quality**

**PSG 5.5.1.5 Durability**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"Mix proportions are specified as follows:

- Minimum cement content should be 325kg/m<sup>3</sup> for grade 35MPa concrete.
- A maximum water/cement ratio of 0.55 should be adhered to, except when OPC and pulverized fuel ash is used, the water cement ration should be 0.50.
- For reinforced concrete, the cement content should not exceed either 400kg/m<sup>3</sup> of OPC or cement containing G.G.B.S. Or 450km/m<sup>3</sup> where cement continuing P.f.a is used."

**PSG 5.5.1.7 Strength concrete**

*ADD THE FOLLOWING:*

"The concrete mixes shall be designed by the Portland Cement Institute or a similar approved laboratory.

*ADDITIONAL CLAUSE AFTER 5.5.1.7*

**PSG 5.5.1.8 Bleeding**

The concrete shall be proportioned with suitable materials so that total bleeding does not exceed 0,3mm/cm<sup>2</sup> as measured by ASTM C232-92."

**PSG 5.5.3 Mixing**

**PSG 5.5.3.2 Ready-mixed concrete**

*ADD THE FOLLOWING:*

"Ready-mixed concrete may be used on the Site. The Contractor shall take samples for testing from every load delivered to the Site."



**PSG 5.5.5 Placing**

*ADD THE FOLLOWING:*

"Concreting of the wall between horizontal construction joints shall be carried out in both directions from a point on the wall in order to close the gap with fresh concrete."

**PSG 5.5.6 Compaction**

*CHANGE THIS SUB-CLAUSE AS FOLLOWS:*

**PSG 5.5.6.3** Only mechanical vibrations will be allowed for compaction unless the Engineer approves in writing any other method."

**PSG 5.5.7 Construction joints**

*REPLACE THE CONTENTS OF THIS CLAUSE WITH THE FOLLOWING:*

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the Engineer. In all cases the proposed method of forming the joint shall be discussed and agreed with the Engineer."

**PSG 5.5.8 Curing and protection**

*ADD THE FOLLOWING TO SUB CLAUSE (e):*

"Only water-based curing compounds shall be allowed. Concrete will not be paid for unless properly cured and proof of curing is continuously visible on site."

*ADD THE FOLLOWING NEW SUB CLAUSE (f):*

"Where curing by retention of formwork is used as the only method of curing the concrete, it must be left in place for the minimum period specified in clause 5.5.8 but in no instance shall it be less than 7 days. The materials used for formwork shall consider properties such as thermal insulation and moisture absorption when assessing the suitability of the material, to the approval of the Engineer.

If impermeable curing membranes are to be used as a curing method, they shall be installed at the same time as formwork is removed and no portion of a concrete surface may be left unprotected for a period more than 2 hours. If the surface is an unformed finish e.g. top of deck slab, then the surface must be protected immediately by appropriate methods approved by the Engineer after it is finished, without damage to that surface, since it is vulnerable to plastic shrinkage cracking due to high rates of evaporation while the concrete is still in a plastic state. Plastic shrinkage and settlement shall not be permitted on any of the structural elements since it compromises the durability of the concrete."

*ADD THE FOLLOWING NEW SUB CLAUSE (g):*

"Inlet channels to settling tanks require a granolithic finish on mass concrete infill as per design drawings. Granolithic screed shall consist of: Cement – 1 part; Sand – 1.25 part; Coarse aggregate – 2 parts. The coarse aggregate shall consist of granite or other approved chips, which shall pass a 10mm sieve and be retained on a 5mm sieve. The cement/water ration of the mix shall be at least 2,0 mass."



**PSG 5.5.9 Adverse weather conditions**

*ADD A NEW SUB CLAUSE 5.5.9.4:*

"The temperature of concrete delivered to site shall be within the range 10° C to 30° C. Concrete which has a temperature outside of this range shall not be placed in the structure. The rate of hydration of the cement in the concrete shall be such that the concrete can be placed and properly compacted within 2 hours after the addition of water to the mix ingredients. The initial set of the concrete shall not be unduly delayed due to inappropriateness of admixtures or cement type, which could promote bleeding."

**PSG 5.5.10 Concrete surfaces**

"Wood-floated finish

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in sub-clause 5.5.10.1 of SABS 1200 G and, after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screed surface shall either be wood-floated, by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

NOTE: A degree of Accuracy II is required for wood-floated surfaces.

Steel-floated finish

Where steel floating is specified or scheduled, the surface shall be treated as specified in wood-floated finish except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screed surface shall be steel-troweled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

NOTE: A degree of Accuracy II is required for steel-floated surfaces"

*ADD THE FOLLOWING SUBCLAUSES:*



**"PSG 5.5.16 Applied loads**

"No crushed-stone covering, or any other loads shall be placed on roofs and / or slabs of structures where shown on drawings before the concrete has attained its design strength, unless approved supports are provided."

**PSG 5.5.17 Pipes and conduits**

All pipes passing through concrete floors, walls or slabs shall be cast into the concrete member simultaneously with the casting of the member. Openings for pipes shall only be left in the concrete members when so directed by the Engineer or when shown on the Drawings. Pipes shall be installed in such openings according to the details shown on the Drawings. The cost of such method will be deemed to be included in the rates tendered for.

**PSG 5.5.18 Soilcrete**

Where soilcrete is specified for filling under floor slabs, the soilcrete shall comply with the requirements of sub clause 3.5(d) of section 1200 DB as amended and shall be placed as specified in the sub clause.

**PSG-5.5.20 Plasterwork**

Plasterwork shall consist of a single coat, comprising one application of a 1:6 cement:sand mixture with a wood float finish. The thickness of the plaster shall be between 13 and 20 mm. All plaster shall be finished smooth, shall be plumb and corners shall be rounded and square."

**PSG 6 TOLERANCES**

**PSG 6.2 PERMISSIBLE DEVIATIONS**

**PSG 6.2.3 Specified permissible deviations**

*ADD THE FOLLOWING:*

"Degree-of-accuracy II is applicable.

Every specified permissible deviation is binding. The cumulative effect of permissible deviations will not be considered. The maximum permissible vertical deviation is subject to the other permissible deviations."

*REPLACE SUBCLAUSE 6.2.3(D)(5) WITH THE FOLLOWING:*

Permissible deviation		
Degree of accuracy		
III	II	I
mm	mm	mm
5	3	2
50	30	10

"Vertically, per metre of height  
subject to a maximum of

**PSG 7 TESTS**

**PSG 7.1 FACILITIES AND FREQUENCY OF SAMPLING**



#### **PSG 7.1.1 Facilities**

*ADD THE FOLLOWING:*

"The Contractor shall provide sufficient storage capacity for the concrete cubes and shall test the cubes by means of an approved, calibrated cube testing press installed on Site in a manner approved by the Engineer, or shall arrange to have them tested by an approved laboratory. The cost of all testing, including the cost of sampling, storage and transport of samples shall be included in the rates tendered for concrete work."

#### **PSG 7.2 WATER TIGHTNESS TESTING**

*ADD THE FOLLOWING:*

"Water for testing shall be taken from the Employer's water connection and pipes of a suitable size shall be provided by the Contractor to allow filling of the structures within a period of four days. The cost of water for the testing of water tightness will be for the Contractor's account. Prior to the filling of structures, the Contractor shall seal all pipes and openings below the top water level.

The structure to be tested shall be filled with water and shall remain full for a period of seven days, sufficient water being added. The water level shall then be recorded, and the structure allowed standing for a further seven days without the addition of water. At the end of this period, the level shall again be recorded. If the difference in level, less the drop in level due to evaporation, is less than 10mm during the second period of seven days, the structure shall be considered watertight.

The evaporation shall be measured by recording the mean drop in level due to evaporation of water in three flat dishes floating in the water.

In the event of appreciable leakage being evident at any stage of the filling or testing, or in the event of the Engineer considering the final degree of water tightness to be unsatisfactory, the Contractor when ordered by the Engineer, shall discontinue such filling or testing and shall, at his own expense, take steps immediately to rectify the leakage, and to make the work thoroughly sound to the complete satisfaction of the Engineer and all such work of rectification shall be continued assiduously until a satisfactory test is obtained, which shall prove to the Engineer that a sufficient degree of water tightness has been obtained.

No structure will be considered complete until it has been proved watertight in terms of the requirements of this clause.

Throughout the test and afterwards, whilst emptying the tank, the water level in the under-drainage sump shall be kept below the level of the tank floor.

When emptying the structure, the rate of flow shall be controlled such that the water level in the structure does not drop faster than 100mm per hour.



Payment for water tightness testing will be made under the specified items for each structure in the Schedule of Quantities. The sum tendered shall include for the cost of filling and emptying the structure, for sealing pipes and openings and for taking all measurements.

**PSG 7.3**

**ACCEPTANCE CRITERIA FOR STRENGTH CONCRETE**

*ADD THE FOLLOWING:*

"Test results obtained from the supplier of ready-mixed concrete will not be accepted for evaluation in terms of sub clause 7.3, but samples for testing shall be taken of such concrete at the point of placing."



**PSL SANS 1200 L: MEDIUM PRESSURE PIPELINE**

**PSL 1 SCOPE**

All water pipelines in this contract shall be deemed to be medium pressure pipelines.

**PSL 2 MATERIALS (Sub-clause 3.1)**

**PSL 2.1 APPLICABLE STANDARDS**

The latest revisions of the following standard specifications shall apply:

- SANS 144 - Single Door Reflux Valves
- SANS 191 - Cast Steel Gate Valves
- SANS 192 - Cast Steel Single Door Reflux Valves
- SANS 664 - Cast Iron valves for waterworks and Heavy Industrial applications.
- SANS 5155 - Cast Iron and Carbon Steel Butterfly Valves
- SANS 1123 - Steel flanges for pipes (Back of flanges spot faced)

**PSL 2.2.2 MATERIALS**

Cast Iron and Resilient Gate Valves shall be manufactured from iron or cast steel depending on the specific working pressure.

Spindles shall be manufactured of high-grade stainless steel.

**PSL 2.2.3 MARKING OF VALVES**

The design pressure in Mega Pascal (MPa) shall be engraved on the side of the valve where it is legible. Valves shall be marked with the item number of the schedules when delivered to site.

**PSL 2.2.4 HANDWHEELS AND CLOSURE**

Where hand wheels are specified edges shall be machined to a smooth surface. Wording "OPEN" and "CLOSE" will be casted into hand wheels. Valves will close clockwise except where it is otherwise specified. Spindles will be of the non-rising type.





**PSL 2.2.5 PROTECTION OF VALVES**

Valves shall be painted externally with a zinc chromate primer according to SANS 679 Type 1. (Dry film thickness of 50 mnc) After installation damaged primer shall be made good with compatible primer in accordance with valve supplier's specifications.

Subsequently to making good of the primer the valve shall be painted with two layers of alkyd-based enamel according to SANS 630 Grade 1 (dry film thickness of 250 micro meter per layer) to match the colour of adjoining pipe work.

**PSL 2.2.6 HANDLING, DELIVERY, AND INSTALLATION**

All valves and related items shall be handled with the necessary care throughout all processes of manufacture, testing, delivery, and installation. Valves shall be handled solely with slings that will cause no damage. The inlet and escape orifices of air valves and special valves shall be effectively sealed after manufacture until completion of installation and this sealing shall be examined regularly to ensure that it is still effective.

Valves shall be effectively supported, packed, or fastened down for transporting and care taken to avoid valves knocking together during transport. Valves shall be stored in a safe place above ground and shall be protected against the ingress of foreign matter.

**PSL 2.3 Fittings**

Generally, fittings are to be manufactured in uPVC or cast iron as applicable. Fittings shall be compatible in respect of working and test pressure to those of the pipelines. All necessary fittings and adaptors to suit the water mains must be provided and fitted.

**PSL 3 CONSTRUCTION**

**PSL 3.1 Test pressure (Sub-clause 7.3.1)**

All pipes must have a minimum working pressure of 1600 kPa. Test pressure for field testing shall be 1,25 times the working pressure. All pressure testing shall be performed in accordance with SANS 1200L, Claus 7.3 "Standard Hydraulic pipe test".



**PSL 3.2 Laying of continuous flexible pipes**

HDPE continuous flexible piping of external diameter less than or equal to 50 mm, in soil trenches less than 1,5 m deep, shall be laid down in whole lengths, jointed only at fittings or specials. These pipes shall be laid in the centre of the trench, bedded and backfilling shall then be done with selected granular material and selected fill material to the height and standard specified for flexible pipe beddings. In case of pipes laid in trenches in rock, the pipe shall be laid on a layer of 75 mm thick selected granular material; backfilling shall then proceed as described above.

The minimum base width shall be 300 mm.

The depth of excavation for pipes from existing ground level shall in general be not less than 800 mm, except at connections at the water mains.

**PSL 3.3 Anchor / thrust blocks and pedestals (Sub-clause 5.5)**

Dimensions at all anchor / thrust blocks shall be supplied by the Engineer as and when required. The Contractor shall request such information not less than 7 (seven) calendar days in advance.

**PSL 4 MEASUREMENT AND PAYMENT**

**PSL 4.1 Supply, lay and bedding of pipelines complete with couplings (sub-clauses 8.2.1, 8.2.2 and 8.2.3)**

Notwithstanding the provision of sub-clause 8.2.4, 8.2.6 and 8.2.7, separate items will not be scheduled for the cutting of the pipe. The supply and fixing of the extra couplings, supply and installing joints with machined collars and special couplings, and the encasing of joints will therefore be deemed to be included in the rates tendered for the relevant items.



**PSSL PARTICULAR SPECIFICATION SL: STEEL PIPES**

**PS SL STEEL PIPES, SPECIALS AND FITTINGS**

**PS SL 1 SCOPE**

This specification covers the manufacture, corrosion protection, delivery, erection, installation, making good of corrosion protection as well as over-coating as may be required, site-testing and commissioning of steel pipes, specials and fittings mostly for the conveyance of water, but also for air, at normal ambient temperatures between 5°C and +70°C.

Standards referred to in the Specification are listed in the Annexure to this Specification.

**PS SL 1.1 Manufacture of steel pipes**

Steel pipes with normal bore up to 150mm diameter shall be manufactured to conform to all the requirements of SANS 62 whereas steel piping of larger diameter shall be manufactured to conform to all the requirements of SANS 719, all as may be amplified or amended below.

The requirements regarding pipe sizes and grades, wall thickness, pipe lengths and pipe and requirements are specified in the Pipe Schedule and / or stated in the Schedule of Quantities.

The following minimum wall thickness shall apply:

<u>External Diameter (mm)</u>	<u>Minimum wall thickness (mm)</u>
168 – 406	4,5mm
419 – 508	5,9mm
570 – 864	6,0mm

With regard to Sub-clause 4.2.2.1 in SANS 719 the Contractor shall, before commencing with pipe manufacture, satisfy the Engineer that the welding methods to be used in the pipe manufacture are adequate by:



- a. The preparation of a weld sample employing precisely the same welding process, equipment and artisans by which the pipe shall be manufactured.
- b. The preparation and destructive testing of the sample in (a) above, as laid down in Clause 7.2 of SANS 719.

The results of the tests on the test pieces shall comply with the requirements of Clause 7.2 of SANS 719 in all aspects.

Such destructive testing shall be carried out for each grade of steel and for each thickness of steel in that grade.

With regard to sub-clause 4.2.2.2 and 4.2.2.3 in SANS 719 the height of the inner weld reinforcement shall not exceed 1mm.

#### PS SL 1.2 Manufacture of pipe specials

Only pipe conforming to the requirements of Clause PSL 1.3.1 above may be used for the manufacture of pipe specials.

For pipes of nominal bore, up to 150mm diameter T-pieces shall be heavy class pipe only, with the same wall thickness for both main and branch pipes. The manufacturing process and quality requirements are as specified in the relevant section of BS 806 (Section 3).

Dimensions and joint types for pipe specials are specified in the Pipe Schedule and / or stated in the Schedule of Quantities.

Welding shall be done by a welder holding a valid competence certificate (Grade 1) in terms of SANS 044 – Part V. Butt-welded joints shall conform to the requirements for welding for pipes under Clause PSL 1.3.1 above, and the Contractor shall prove all butt and fillet welded joints to be crack-free by carrying out dye penetrate tests, following the procedure laid down in BS 4416.

If at all practicable, pipe specials shall be subjected to hydraulic pressure tests as specified for pipe under Clause 1.3.1 above. Where this is not feasible, butt-welds must be subjected to radiographic inspection over their full length, with inspection procedure and acceptability limits for defects as specified in API 1104, keeping a record of all weld inspection and repair.

Where working pressures allow the use of malleable cast iron fittings for nominal bore up to 150mm diameter, these shall conform to the requirements of SANS 509.



PS SL 1.3 Pipe flanges, bolts and jointing

PSSL 1.3.1 Material and dimensions for flanges

The requirements for the materials and dimensions for flanges are in all respects as specified in SANS 1123.

A raised joint face shall be provided on all flanges of pressure rating higher than 2,5 MPa unless otherwise agreed to by the Engineer or as stated in the Schedule of Quantities, and the backs of cast or forged flanges shall be machined.

The machined surfaces of flanges shall be covered immediately after machining by a temporary rust preventative film of a suitable type as specified in BS 1133 (Section 6).

All flanges shall be drilled to SANS 1123 (Table 1600/3) or to the class as stated in the Schedule of Quantities.

PSSL 1.3.2 Welding on of flanges

The procedure for the welding-on of flanges, shall comply with the requirements of BS 806 (Section 3).

The proficiency of the welder and the quality requirements for the weld are the same as those specified in Clause PSL 1.3.2 above.

As a rule, the bolt holes in flanges for pipe specials shall not be on the vertical centre line.

When so specified in the Schedule of Quantities, flanged pipes shall be hydraulically tested after the welding-on of the flanges to a test pressure of 1,5 times the pressure rating of the respective flange.

PSSL 1.3.3 Bolts

Materials and dimensional requirements of bolts and nuts are specified in SANS 135 or 136. The Contractor shall correspondingly prescribe these requirements when ordering.



The threaded length shall be adequate to allow two full threads to protrude beyond the nut after the latter is fully tightened.

Each bolt shall be fitted with a nut and steel washer and bolts, nuts and washers shall be cadmium plated in accordance with and to a thickness specified for Class A in BS 1706.

Unless otherwise indicated in the Pipe Schedule, the number of bolts to be supplied shall be determined on the basis that each flange is to be supplied with half the number of bolts required for that flange.

PSSL 1.3.4      Jointing

Insertion for flanges shall be of compressed fibre jointing and shall have a uniform thickness between 1,5mm and 3mm and the material shall comply with BS 2815 for the specific pressure rating.

PSSL 1.3.5      Pipe joints and coupling other than flanges

Pipe ends shall be prepared for the type of jointing and coupling as specified in the Pipe Schedule and/or stated in the Schedule of Quantities with the requirements for and preparations as specified in SANS 62 and 719 as applicable.

Standard couplings and flange adapters shall be of the VIKING JOHNSON type or equivalent and all loose bolts with nuts and washers shall be cadmium plated in accordance with and to a thickness specified for Class A in BS 1706 and shall be lined and coated as specified in Clause PSL 1.2.6 below.

PSSL 1.3.5.1      Butt weld joints

At butt weld joints the internal protection shall be done in accordance with the following:

- Mix a styrene-butadiene copolymer latex (SBR) (Nitro bond or Duratex or similar) with water (1:1 ratio) and add Ordinary Portland Cement to form a slurry. Apply a coat of slurry to the steel and wet cement-mortar surface.
- Mix a SBR with water (1:3 ratio) and add to a cement/sand mix (1:1,5 ratio) to form a cement-mortar and apply while the slurry is still wet.



PSSL 1.3.5.2 Spigot and socket joints

At spigot and socket pipe ends the internal protection shall be done in accordance with the following:

- Prior to the joining of the pipes the edges of the cement-mortar lining and the steel surface shall be coated with slurry. Mix a bonding agent (Surfacrete from Samson or similar) with water (2:1 ratio) to form a slurry.  
The surface of the cement-mortar must be wet when it is coated with slurry.
- Mix the slurry with an expansive cementitious grout (Standard Bedding grout from Samson or similar). While the slurry is still wet the grout shall be troweled to the edge of the cement-mortar lining in the socket.
- Push the spigot into the socket and tack weld. The excess grout that has been squeezed out of the joint shall then be removed from the pipe and the joint shall be smoothed with a scraper. Complete the welding before any movement at the joint is allowed and while the grout is still wet.
- The joint shall be welded at low amps and with thin rods to reduce the temperature of the steel at the grout.

The Contractor shall do tests to determine the optimum jointing procedure.

PSSL 1.3.6 Lining and coating of steel pipes, specials and fittings

Corrosion protection onto the inside of pipework

Pipework with diameters up to 150mm (Type A)

Hop dip galvanized in accordance with Sub-clause 3.9.2.1

Pipework with diameters greater than 150mm (Type B)

All pipes, specials and fittings, including couplings and flange adaptors, shall be fully lined and coated by COPON 2300 with a minimum of three coats to a minimum total dry film thickness of 250 micro meters on a steel surface that has been prepared by sandblasting to Grade SA 2.5 as specified in SIS 055900, with a delay of not more than four hours between sandblasting and the application of the first paint coat.

Successive paint coats shall be of different colours, and the colour of the final coat shall be approved by the Engineer prior to painting. Over-coating time between the applications of successive coats shall not exceed 24 hours.



Corrosion protection onto the outside of pipework - Exposed pipework (Type C)

The surface should be prepared by sandblasting to Grade SA 2.5 as specified in SIS 055900, with a delay of not more than four hours between sandblasting and the application of the primer.

Primer: one coat zinc chromate plus one coat universal undercoat with dry film thickness of minimum 15 microns.

Thereafter two finishing coats of gloss enamel structural paint of approved manufacture of different colours to a total film thickness of 38 microns per coat.

The colour of the final coats shall be in accordance with SANS 1091.

Pipework with diameters greater than 150mm (Type D)

All pipes, specials and fittings, including couplings and flange adaptors, shall be fully lined and coated by COPON 2300 with a minimum of three coats to a minimum total dry film thickness of 250 micrometres on a steel surface that has been prepared by sandblasting to Grade SA 2.5 as specified in SIS 055900, with a delay of not more than four hours between sandblasting and the application of the first paint coat.

Successive paint coats shall be of different colours, and the colour of the final coat shall be approved by the Engineer prior to painting. Over-coating time between the applications of successive coats shall not exceed 24 hours.

PS SL 1.3.6.1 Tape wrapping

External steel pipe coating and wrapping specification

A Denso Corroklad 750 tape or equivalent should be applied to the external surface of the 250mm diameter steel pipeline.

The tape consists essentially of a specially formulated polyethylene film laminated to a pressure sensitive, non-hardening thermoplastic adhesive. The adhesive layer is generally one and half times thicker than the polyethylene film.

The composite wrapping system provides a durable impact and cut resistant rock shield for normal and rugged service conditions.

Technical Data

**The following information pertains to the Corroklad 750 tape:**

- The base layer is made of polyethylene and is 0,3mm thick.
- The adhesive layer consists of rubber modified bitumen and is 0,45mm thick.
- The product thickness is 0,75mm.
- The tape has a minimum tensile strength of 15 MPa.





- The minimum elongation at failure is 300%.
- The adhesive and peel strength of the tape at 25°C is 2,2N/mm and 1,65N/mm respectively.
- The minimum electric strength of the tape is 25 kV.
- Cathodic disbondment by ASTM G8 Method B is 425mm<sup>2</sup>.
- The service temperature of the tape is -10°C to 65°C.

#### Application Procedure

Corroklad tape can be successfully wrapped by hand (maximum tape width 100mm) and by machine. The general application is detailed below.

#### Surface Preparation

- All dirt, loose rust/mill scale and grease must be removed from the pipe surface.
- The minimum surface preparation acceptable for tape wrapping with Corroklad is ST2 (Swedish Standard SIS 055900-1967, Mechanical wire brushing).

#### Priming the Pipe Surface

- The primer to be used is Denso Primer D or equivalent Polymer Bitumen Solution, and is to be applied by means of a medium pressure cop gun.
- The primer may be thinned for application with white spirits or toluene.
- The primer should nominally cover 9m<sup>2</sup> /litre.
- The minimum drying period at 20°C is 20 minutes.
- The flash point occurs above 23°C.
- If the pipes are prepared and primed off site, it may be necessary to apply a second coat of primer on site in order to rejuvenate the first application. This is only required if the pipe is being wrapped on site.
- The primer should be dust free prior to the application of the tape wrap system. Should the primer be contaminated, the surface must be re-primed.
- The primer should be allowed to dry for approximately 30 minutes at 20°C to 25°C prior to the application of the tape system.

#### Tape Application

- The Corroklad tape or equivalent should be spirally wrapped onto the primed pipe, utilizing a 55% overlap.  
55% Overlap will ensure a minimum of two layers of tape at any point.
- Ensure that a constant web tension of 10 to 15kg/100mm is maintained during wrapping.
- At no time is the shrinkage of the total width of tape to exceed 2%.

#### Pipe Handling

- Non-metallic slings are to be utilized when handling the wrapped pipe sections or pipe, in order to ensure that no mechanical damage occurs to the tape.



PSSL 1.3.6.2 Making good and over-coating of steel pipes, specials and fittings

After erection, all damage to the COPON coatings shall be made good strictly in accordance with the paint supplier's detail specification. Prior to making good, a copy of these specifications shall be submitted to the Engineer.

Subsequent to the repair of COPON painted areas, all exposed pipework, as listed in the Schedule of Quantities, shall be cleaned of dirt, oil and such substances. These exposed pipe surfaces shall then be over-coated with two coats of polyurethane paint compatible with the COPON coating and in accordance with the paint supplier's detail specification including abrasion as may be necessary.

A copy of this specification shall be submitted to the Engineer as referred to above. The colours of the final coats shall be in accordance with SANS 1091 as follows:

Clear water pipes : B10 Brilliant green

PS SL 1.3.7 Handling, delivery and installation

All pipes, pipe specials and fittings shall be handled throughout the processes of manufacturing, corrosion protection, delivery and installation with all care necessary to prevent any damage.

After the corrosion protection of the outside of pipes and specials has been carried out, these items must be handled only by means of straps that will in no way damage the protection.

After completion of corrosion protection at the place of manufacture, all pipe ends shall be effectively closed off by at least a sheet of plastic held fast to the pipe and by binding wire.

This seal shall be checked specifically during delivery and after off-loading on site to confirm that it is still fully effective and shall immediately be repaired or replaced if damaged. Should there be the slightest danger of the ingress of foreign matter into the pipework during installation, the ends shall be kept sealed off all the time.

Pipes shall be supported during traveling on shaped and padded cradles while pipe specials shall be adequately supported and separated from each other to prevent any damage.

At the delivery points on site, pipes, pipe specials and fittings shall be supported by plastic sandbags of sufficient strength, such that the under sides of the pipes and pipe specials are at least 200mm off the ground. The number and positioning of supports under the pipes shall be such as to prevent any undue pipe deflection.



Bolts, nuts, washers and jointing, shall be packed in strong metal or wooden containers with effective lids, with each different sizes of bolts grouped separately in hessian bags all clearly labelled as to their contents.

Pipe work shall be securely clamped in its final position by means of galvanized fittings.

PS SL 1.4 FLEXIBLE COUPLINGS AT STRUCTURES

Flexible couplings shall be provided at the point where pipe lines enter all structures.

PS SL 2 CONSTRUCTION

PS SL 2.1 COVER OF PIPELINES (Sub-clause 5.1.4.2)

Water mains shall be laid to have a minimum cover of 1,0m outside the site of the works and 0,8m inside the site of the works.

PS SL 2.2 BREAK INTO MAIN

The Contractor shall break into and connect up to the existing water pipeline after all the work on the water main has been completed and tested. The Contractor shall arrange in cooperation with the local authority for the emptying of pipes and canal, excavations, etc. complete as required for the connection.

PS SL 3 TESTING

PS SL 3.1 TEST PRESSURE (Sub-clause 7.3.1)

All pipes must have a working pressure as indicated on drawings. Test pressure for field-testing shall be for steel pipes 1,25 times working pressure and for FC pipes 1,5 times working pressure.

In general, the Contractor shall keep in mind that the existing water supply system shall remain in sure during the construction period. All new-old pipe connections, etc. shall only be allowed in off peak times.



PS SL 3.2 TESTING OF PIPE LINES (Sub-clause 7.3.1.2)

The complete pipeline shall be tested in consecutive sections.

The Contractor shall be responsible for providing temporary valves, end caps, blank flanges or other isolating devices to complete the hydraulic testing.

For field test pressure see PSL 3.1.

The acceptance test shall be carried out as described in Sub-clause 7.3.

PS SL 4 MEASUREMENT AND PAYMENT

The unit of measurement for payment for the manufacture, corrosion protection and final over-coating as may be required, delivery, installation of pipes, site-testing and commissioning of pipes, pipe specials and fittings conforming with this Specification shall be either the lump sum or the unit of length or the number of items, all as stated in the Schedule of Quantities with differentiation between pipe sizes, classes and end preparation as stated in the Schedule of Quantities.

PS SL 4.1 VALVES AND SPECIALS

The rates tendered and paid for valves and fittings must include the cost of the provision of an approved coating and the cost of any additional couplings other than those listed in the Schedule of Quantities to connect to the water mains.

All adapters and distance pieces required for the extension to the specified level and length as shown on the drawings for air and scour valves must be included in the rates for the units.

PS SL 4.2 ANCHORS / THRUST BLOCKS (Sub-clause 8.2.11)

The cost of any formwork and excavation required shall be included in the rate for concrete.



PS SL 4.3 FLEXIBLE COUPLINGS AT STRUCTURES

The cost of providing couplings, cutting pieces, etc. shall be allowed for in the rate tendered for pipe work.

Where the Contractor decides to use additional short collar couplings for convenience, he shall allow for the cost of such couplings in the rates tendered for pipe work.

PS SL 4.4 VALVES

The unit of measurement for payment for the manufacture, delivery, installation, setting, site-testing and commissioning of valves and related items conforming to this Specification shall be either the lump sum or the number of items, all as stated in the Schedule of Quantities with differentiation between valve types, sized and classes as stated in the Schedule of Quantities.



<b>PSLB</b>	<b>SANS 1200 LB: BEDDING (PIPES)</b>
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**PSLB 3**      **MATERIALS**

**PSLB 3.2**      **SELECTED FILL MATERIAL**

*IN THE FIRST LINE DELETE*  
"PI not exceeding 6"

*AND SUBSTITUTE*  
"PI not exceeding 12".

**PSLB 3.4**      **SELECTION**

**PSLB 3.4.1**      **Suitable Material available from Trench Excavation**

*REPLACE THE WORDS*  
"(but is not required)"

*IN THE FIFTH LINE WITH THE WORDS*  
"(at his own cost)".

**PSLB 5**      **CONSTRUCTION**

**PSLB 5.1**      **GENERAL**

**PSLB 5.1.3**      **Placing**

*ADD THE FOLLOWING TO SUB-CLAUSE 5.1.3.4:*

Backfilling up to 300 mm above the top of the pipe shall be carried out immediately the pipes have been laid, and shall be completed before the acceptance test is carried out except at joints which shall be left exposed until the pipeline has been satisfactorily tested.

**PSLB 8**      **MEASUREMENT AND PAYMENT**

**PSLB 8.1**      **PRINCIPLES**

**PSLB 8.1.3**      **Volume of bedding materials**

*ADD THE FOLLOWING:*

"By means of the clarification of the specification, the volume displaced by the pipe will not be paid for."



**PSLB 8.1.5 Disposal of displaced material**

*REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:*

"Material displaced by the pipeline and by imported material from sources other than trench excavation, shall be disposed of at an approved site furnished by the Contractor. No haulage is payable for such material."

**PSLB 8.2 SCHEDULED ITEMS**

**PSLB 8.2.2.2 Supply of bedding by importation from Borrow Pits**

*ADD THE FOLLOWING:*

"The tendered rates shall also cover the costs of sufficient tests to ensure that material to specification is selected and for the selection process itself, inclusive of sieving the material."



## C3.5 PROJECT MANAGEMENT

### C3.5.1 Management of works

#### C3.5.1.1 Planning and programming

The Contractor shall ensure that he:  
is well informed about the *Employer's* overall implementation programme for construction and investigative projects and makes available resources as required to efficiently complete required services; and  
compiles designs, documentation, reports, and drawings timeously as not to unnecessarily delay the implementation of the construction or investigative projects.

The programme shall at minimum contain:

Time Scale (minimum): Days, where the project period does not exceed three months. Weeks, where the project period exceeds three months.

Time Scale (maximum): Months, where the project period does not exceed one year. Years, where the project period exceeds one year.

Tasks: All construction tasks and activities shall be shown. Where phases or stages are anticipated, this shall be the highest level of division and all tasks related to the successful accomplishment of that phase of the project shall be grouped. Resources allocation and task dependency shall be indicated.

Multiple Project Programming: Where multiple projects are part of the same Contract documentation, the Contractor shall provide a programme per project. However, where interdependency exists the programmes shall be integrated, but divided on the highest level per project followed subsequently by further divisions per phase or stage.

Start and Finish Dates: All tasks shall have specific start and finish dates.

Critical Path: All tasks forming the programme line that will establish any delays in the overall project period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.

Progress Tracking: The Contractor shall be required to periodically (at minimum monthly) indicate the project progress per task graphically and on a percentage basis.

Non-working Time: All South African public holidays, weekends, and the local traditional annual builder's break (as identified in the contract data) shall be incorporated in the programme.

The Contractor's Programme shall include:

Dates for submission (by the Contractor) of designs and or design documents.

Dates for ordering of special and/or long delivery items.

Dates for issue of or approval of drawings for planning purposes.

Dates for issue of or approval of drawings for manufacture and construction purposes requiring the approval of the Engineer.

Dates for the placement of orders for material, receipt of material, fabrication, and manufacture, works (factory) testing, shipment, erection and commissioning.

Dates showing start and completion of site construction of each section and each major component of the permanent works.

Dates showing the delivery of all built-in steelwork, anchor bolts, etc.

Dates for start and completion of Engineering Design (including allowances for review/approval by the Engineer).





Dates for submittal and acceptance of drawings.

Dates for submittal of operation and maintenance manuals.

Dates for submittal of commissioning check lists and detailed commissioning schedules for acceptance (3 months before the commencement of commissioning).

Dates for submittal of commissioning check lists and detailed schedules of approval (3 months before the commencement of commissioning).

Dates for submission of complete schedules for all manufactured items.

Dates for Test on Completion as defined in the Contract Data.

Activities shall be timed in week units except for commissioning or similar detailed programmers, which shall have activities, specified in days. Activities on which it is intended to operate multiple shifts working shall be clearly defined.

Method and resources statements are required for all critical items to prove that the period allocated to them fits the overall programme and that the Contractor's plant and labour are consistent with the time allowed. Critical items shall include (as a minimum) all reinforced, structural steelwork, pipework, tie-ins to existing services and specialist work.

The Contractor shall update and revise the Programme once a week or when required by the Engineer.

The submission to and acceptance by the Engineer of such updated and revised Programme, shall not relieve the Contractor of any of his duties or responsibilities under the Contract and existing laws.

#### Sequence of the Works

Whenever work being done by other Contractors is contiguous or related to the Works included in this Contract, the sequence of handling the Works shall be such that the least delay possible will result to each Contractor and such sequence may be determined by the Engineer. The Engineer will establish the respective rights of the various interests involved to secure the completion of the various portions of the Works in general harmony.

The Contractor shall be responsible for the co-ordination and proper execution of the Works, including co-ordination with other Contractors and organizations to the extent specified in the Contract Documents. The Contractor shall, as specified in the Contract Documents, afford all reasonable opportunities for carrying out their work to:

any other Contractors employed by the Employer,

the staff and workmen of the Employer, and

the staff and workmen of any legally constituted public authorities who may be employed in the execution on or near the site of any work not included in the Contract, which the Employer may require.

The Contractor shall obtain, co-ordinate and submit to the Engineer for his information all details (including details of work to be carried out off the Site) from Sub-contractors. The Contractor shall be responsible for the locations of their work or materials, in order to ensure that there is no conflict with the work of other Sub-contractors, the Contractor or other Contractors.

The Contractor shall give the *works* the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and other Contractors in every way possible.



#### **C3.1.1.1 Software application for programming**

Only the “Microsoft Project” software package will be accepted.

The Contractor shall make the programme available in MS Project format and in print version. The Contractor shall also ensure that all necessary hardware and software in this regard are always available on site and that at least one member of the permanent site staff is competent on their operation.

#### **C3.1.1.2 Methods and procedures**

##### **C3.1.1.2.1 Monthly report**

The Contractor shall prepare and submit to the Engineer within 15 days after the first day of every month a written progress report together with a monthly progress schedule summarizing the progress of the various sections of the work both at the place of manufacture and at site. Three (3) copies of the monthly progress report shall be submitted in accordance with the correspondence procedures.

Such progress reports shall indicate accurately the status of different activities covering design, material procurement, manufacture, works (factory) tests, shipping, erection, testing and commissioning and shall be related to key dates identified in the programmers referred to in the *conditions of contract*. The report shall also include data on labour strength and equipment employed. The programme submitted with the monthly report shall show cumulative progress towards scheduled completion, expressed as a percentage, of all items shown in the contract schedule.

The reports shall indicate the degree of criticality on each section of the Work, together with the slippage or impending slippage on any key event and shall be directly related to the contract schedule and supporting detail program for sections of work.

The monthly progress report shall be in the format acceptable to the Engineer and written in the English language and shall include:

Photographs and detailed descriptions of progress, including each stage of design (if applicable), procurement, manufacture, delivery to the Site, construction, erection, testing and commissioning.

Charts showing the status of construction documents, drawings, purchase orders, manufacture, and construction.

For the manufacture of each main item of plant and materials, the name of manufacturer, manufacture location, percentage progress, and the actual or expected dates of commencement of manufacture, Contractor’s inspections, tests and delivery.

Records of personnel and Contractor’s equipment on the Site.

Copies of quality assurance documents, test results and certificates of materials.

Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and



Comparisons of actual and planned progress, with details of any aspects which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome such aspects.

Financial status of Contract.

#### **C3.1.1.2.2 Weekly report**

The Contractor's Site Manager shall prepare a weekly summary report covering all the site activities and submit it to the Engineer. This report shall include projected work activities for at least 2 weeks ahead of those being reported upon. In addition, this report shall include a weekly site labour return giving imported and local labour and each *Sub-Contractor's* labour, broken down into trades. Full details of site labour disputes (or off-site disputes affecting the Contract) shall be reported to the Engineer immediately. The weekly statement shall give details of all construction plant machinery, offices, and materials. The Contractor shall submit three (3) copies of weekly report to the Engineer which shall include.

Summary of progress.

Potential problems and proposed solutions.

Project schedule update.

Project permit status.

Construction photographs.

Status of orders and procurement.

Drawing list.

Plant test schedule.

Construction schedule (critical path method, S-curve).

The Contractor shall submit to the Engineer a weekly return detailing the numbers of the various classes of workmen employed by him on the Site, the plant and Contractor's equipment on the Site or on order and any other information that may reasonably be required.

#### **C3.1.1.2.3 Detailed programme and progress reports**

Detailed monitoring of the progress of the Contract by the Contractor is to be achieved using critical path network planning and review techniques.

Following approval of the Programme, the Contractor shall submit within thirty (30) days, detailed program for all work to be executed during the Contract. These programs, which shall embrace design, supply, manufacture, and site construction shall be based on the Contract Programme and be used as target program and may be subject to revision. Further detailed program for progressive stages of the Contract shall be prepared by the Contractor as required by the Engineer.

The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description and drawing or sketch of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

The Contractor shall plan in detail his section of the work using bar charts to record progress of the design, manufacturing, and delivery elements and using the critical path network procedure for work on site. The issue and approval of drawings shall be covered in detail using



appropriate check points in the detailed programme, including design information interface events with others. The manufacturing work shall be broken down into check points in the detailed programme. The manufacturing work shall be broken down into sufficient detail for the information supplied to relate correctly to the erection detailed programme on which the activity durations shall not exceed four weeks. Activities shall cover all aspects for which the Contractor or his Sub-contractors are responsible and indicate site access, points at which terminals and access will be available to or required from others and services required from the *Employer*.

The Contractor shall ensure that the resources required to meet these programs are available to him and his Sub-contractors. A table shall be prepared indicating the expected level of each type of resource for the duration of the site work.

The detailed programs must be analyzed by the Contractor, either manually or by computer, and three copies of the following tabulations presented:

A schedule tabulated in order of increasing total float showing for each activity:

- event numbers,
- brief description of activity and responsibility,
- duration,
- early and late starting and finishing dates,
- total float.

A schedule tabulated in order of early start date by total float for eight weeks ahead of the 'up-date' date. The information given in this schedule shall be the same as that indicated above.

All programs and progress reports shall be provided by the Contractor in a form acceptable to the Engineer. Full access shall be made available to the Engineer to visit the Contractor's and Sub-contractor's works to verify the status of design and manufacture.

Other requirements in respect of programs are given in the Conditions of Contract.

#### **C3.1.1.2.4 Progress meetings**

The Contractor will be required to attend regular formal construction progress meetings with the Engineer during manufacture and on site. The site meetings will also involve the other Contractors so that the progress of construction both on this Contract and the entire Project may be reviewed. Such meetings may be monthly and may require the up-dating of the Contractor's Contract and detailed Programs, in which case three copies of the up-dated programme shall be submitted to the Engineer within 7 days of the agreed up-dating.

The Contractor shall also attend informal weekly meetings with the Engineer on site and provide a weekly estimate of the work anticipated on each work section.

The updated programme, if necessary, after reconciliation and incorporation of changes, shall become the new basis for further execution of the *Works* without any modification of the Contract's *completion date*. The updating of the programme shall not give rise either to any extension of time or to any entitlement for any additional payment.



#### **C3.1.1.2.5 Interface meetings**

The Contractor shall hold regular interface meetings with all other contractors who may be performing work on behalf of the Employer and with representatives of the Employer involved with the activities related to or in the vicinity of the works to be performed under this Contract.

The purpose of the interface meetings shall be to ensure that the work the Contractor is performing on the project is efficiently and effectively coordinated without duplication or miscommunication and that there is full compatibility between sections that are designed and constructed by the various contractors.

#### **C3.1.1.3 Quality plans and control**

##### **C3.1.1.3.1 General**

The Contractor shall have a well-organized Quality Control and Assurance System (QAS) based on ISO 9000 Series or equivalent (Quality System Model for Quality Assurance in design/development, production, installation and servicing) to assure that items and services, including subcontracted items and services, comply with the Works Information.

This clause specifies the minimum requirements necessary to ensure that proper attention is given to the materials used, the standard of workmanship, the manufacturing and construction processes, and the quality of all components.

The Contractor shall include in all his orders to Sub-contractors a note stating that materials and plant covered are subject to inspection by the Engineer.

##### **C3.1.1.3.2 Quality Control and Assurance System**

All design, manufacturing, processing, testing and inspection operations affecting the plant or material shall be governed by Quality Assurance procedures in accordance with the directives of the ISO 9001 standards while the production and installation shall be governed by quality assurance procedure in accordance with the directives of the ISO 9002 standards or equivalent. These may be subject to surveillance by the Engineer. A tentative QAS shall be submitted together with the tender and shall meet the requirements stated in the Design Procedure. Within thirty (30) days of the Commencement Date, the Contractor shall submit six (6) copies of his complete quality control and assurance procedures, manuals for review and acceptance by the Engineer. The manual shall include pro-forma checklists for all requirements of the Contractor's quality control and assurance program and those called for in the Works Information.

The Quality Control and Assurance System to be submitted shall include but not necessarily be limited to the following:

Programme requirements for materials and plant procurement and manufacture with description of design control, purchased material control, quality verification tools, manufacturing control, materials and components selection, handling, and packaging, etc.



Programme requirements for plant production with detailed description of Quality Assurance organization of the Contractor, Quality Assurance Functions and Procedures and Performance Monitoring.

Quality Assurance Programme Tests with detailed description of the test procedures to be conducted.

Quality Assurance Programme requirements for installation and commissioning (for turnkey Contracts with detailed description of Quality Assurance Organization of the Contractor, Quality Assurance Functions and Procedures, etc.).

In addition to the requirements of these ISO Standards or their equivalents the Contractor shall:

Establish procedures for adequate planning and resourcing of all quality related activities including the preparation of quality plans.

Establish measures for the identification and control of items throughout all stages of the Contract. This shall include measures to maintain traceability as identified in agreed quality plans.

Arrange for the protection of quality of the product to include delivery to the specified destination.

Control their measuring and test equipment in accordance with established procedures for measurements and calibration systems and ensure that such equipment that may be used by Sub-contractors to verify work is similarly controlled.

Where any site installation and/or test and commissioning work is involved, the Contractor shall prepare contract specific quality assurance procedures in agreement with the Engineer prior to commencements of such works.

The Contractor shall be responsible for specifying the quality assurance requirements to his Sub-contractors, for approving Sub-contractor's quality assurance programme and for ensuring compliance with the requirements.

The Contractor shall ensure that all appropriate technical information is extracted from the Contract documents and specifications and passed on to the Sub-contractors.

The Contractor shall ensure that all computer systems and software to be utilized on the project is qualified for the application under consideration and such qualification is documented.

The following surveillance requirements shall be included for affirmation by the Engineer or his representative:

Record (R). Documentary evidence of the activity and statistical analysis of the data to be retained and copied to the Engineer.

Verification (V). The Engineer or his representative will not necessarily be present during the activity but documentary evidence to permit verification of compliance with the requirements is generated, retained, and copied to the Engineer.

Witness (W). The Engineer or his representative requires notification to permit witnessing of the activity. The notice period shall be agreed to depending on the nature of the activity and shall be reviewed from time to time. Documentary evidence shall be retained and copied to the Engineer.



Hold (H). The Contractor may not proceed to the following activity until the Engineer or his representative has approved the proceeding activity. Documentary evidence shall be retained and copied to the Engineer.

Random (R). Construction monitoring by random inspection. Random construction monitoring may be carried out at any stage of the activity or preparation for the activity. Documentary evidence shall be retained and copied to the Engineer.

### Categorization

The following categories shall apply in determining the requirement for a Quality Control Plan:

Category	Clarification	Quality Control Plan
Critical	A component, group of components, structure, the failure of which to comply with the specifications may affect the performance of the works of which it is a part and /or will cause a detrimental environmental impact, and /or may result in hazardous or unsafe conditions.	Required for all components.
Major	A component, group of components, structure, element of a structure or facility, other than categorized as critical, the failure of which to comply with the specifications may compromise the performance of the works of which it is a part, result in increased , maintenance and/or impact negatively on the quality of the works.	As determined by the Contractor and to the approval of the Engineer.
Minor	All items other than those categorized as critical or major and which are visible and capable of rectification during routine inspections.	As determined by the Contractor

#### C3.1.1.3.3 Quality management audit

The Contractor shall carry out periodic assessments of the adherence to the Quality Plan and Quality Control Plans by senior qualified staff who are not normally employed on the Site. The Engineer and/or his representative shall be invited to attend at the periodic assessments meeting and be afforded the opportunity to report on the implementation of the Quality System at the Site. The assessment reports shall be copied to the Engineer.



#### **C3.1.1.3.4 Corrective action**

The Contractor's quality assurance programme shall provide for prompt detection and correction of all events and conditions adversely affecting quality, including failures, malfunctions, incidents, trends, deficiencies, deviations, non-conformances, and defective materials.

The Contractor shall establish and maintain methods for verifying and determining the cause of an adverse condition and for initiating necessary improvement and corrections to preclude repetition. Quality trends shall be analyzed to furnish a basis for improvement in work performance. The Contractor's corrective action system shall extend to the performance of other participating Contractors and Sub-contractors when necessary and shall provide for the interchange of corrective action information. Identification of the adverse condition, its cause, and the corrective action taken shall be recorded and reported to appropriate levels of management.

The Contractor shall establish and implement procedures for reporting, verifying, analyzing, and correcting failures, including those that occur during development and qualification testing. The procedure shall provide assurance that the cause and mode of each failure are determined that the potential safety and availability implication is evaluated, and that corrective action is taken.

A failure report shall be prepared to identify the failed item and its origin or source of manufacture and shall describe the failure, the test status at time of failure, and the probable cause and mode of failure, and recommended corrective action.

Failure to confirm to the specified requirements will result in the issuing by the Engineer of a Corrective Action Request. Failure to rectify the deficiencies covered by a Corrective Action Request within the period stated will result in the Engineer invoking the provisions of GCC.

#### **C3.1.1.3.5 Design revision and substitution of material**

Any revision affecting the design and manufacturing of the *Works*, or any substitution of materials that is deemed necessary shall be notified by the Contractor to the Engineer for the latter's review and approval.

#### **C3.1.1.3.6 Contractor's responsibility**

Acceptance by the Engineer of the Contractor's quality assurance programme, quality plans and inspection and test plans, or of those of his Sub-contractors will not relieve the Contractor of his obligation to provide goods and services which meet the requirements of the Contract.

#### **C3.1.1.4 Environment**

The Contractor shall strictly comply with the requirements of the EMP issued for this *Works*. He shall be liable for any damages/destruction to the environment including penalties that will be imposed by the relevant government agency arising from non-compliance of the requirements of EMP occasioned in any manner by his acts or neglect, or his agents, employees, or workmen in the execution of the *works*.





**C3.1.1.5 Accommodation of traffic on public roads occupied by the Contractor**

The Contractor shall draft a traffic accommodation plan and submit to the Engineer prior to commencement of work on any road. The approval by the Engineer shall not relieve the Contractor of any of his responsibilities or obligation in terms of the legislation and plan.

**C3.1.1.6 Other Contractors on site**

The Contractor needs to take note that other contractors may also be working on the same site and allow therefore in his planning/work scheduling.

**C3.1.1.7 Testing, completion, commissioning, and correction of defects**

**C3.1.1.7.1 General requirements**

The Contractor shall be responsible for conducting all testing as described herein. Work under this section shall include all labour, materials, and support services required to completely test all hardware and software.

If a type of equipment does not meet the specifications or requirements as stated in these Specifications or the System Design Document, it shall be the Contractor's responsibility to correct the problem in all units of that equipment furnished, at no additional cost to the Employer.

All the components, sub-systems, interfaces and systems processes constituting the works shall be tested individually and together to demonstrate that they meet the contract requirements and provide a system that functions in accordance with the contract.

The Contractor shall be responsible for the performance of all the tests described below to satisfy the objectives of each testing phase as determined by the Engineer.

The Employer shall have the right to witness all tests.

Test plans shall be submitted to the Engineer a minimum twenty-one (21) days prior to the planned start of testing. Testing shall not commence until the plans have been approved.

Unless otherwise specified, all test plans shall include at a minimum the following:

- Overview of test including test objectives

- Pass/fail criteria

- Traceability matrix listing of all requirements and specifications from the Contract that are included/to be verified in the test and their cross-reference to the Specifications and System Design Document.

- Test setup and test measuring equipment (including descriptive diagrams)

- Listing of tools, test applications, simulators, etc. required to perform the test

- Entry/start-up conditions

- Exit/closing conditions

- Test procedures and scripts to be executed

- Test recording form

- Test comments form



#### Signatures and verification form

The Employer reserves the right to direct, at no additional cost, the following changes to the test plans:

The addition of procedural changes and other reasonable tests to reasonably assure System performance and conformance.

Investigation into any apparent troubles or anomalies with respect to the System

An audit of all test reports and verification of any or all previous tests and Measurements.

The Contractor shall provide written notification of readiness to test for all required test stages a minimum of two (2) weeks in advance of the testing.

Upon successful completion of any test, the Contractor shall prepare and submit within two (2) weeks a report summarizing the results with relevant test records appended. All such test reports will be reviewed by the Engineer.

#### **C3.1.1.7.2** Test suspension criteria and defect resolution

The Contractor shall maintain a database of and shall track the status of all defects.

The Contractor shall develop and maintain a standard set of regression tests for each device or subsystem. Regression tests shall be run for any affected device or subsystem if any testing is halted and restarted in accordance with the requirements of the defect resolution.

#### **C3.1.1.8** Training

##### **C3.1.1.8.1** General

The Contractor needs to take note that the Employer aims to use the infrastructure contracts to expose students from various institutions to construction activities as part of their training programme. Full support needs to be provided by the Contractor in this programme to obtain maximum benefits for the students allocated to the contract.

The Contractor shall be responsible to train the Employer's designated personnel according to the requirements specified herein. The Contractor shall be responsible for the supply of all training materials including, at a minimum:

- a) Training setups of equipment, including mounting and all power supplies and simulators required to simulate normal operation.
- b) Instructor guides.
- c) Student guides.
- d) Operations manuals.
- e) Training presentations.
- f) Training handouts.
- g) Quick reference guides.
- h) Interactive videos or demonstrations.
- i) Course and instructor comments sheets.

A Training Program shall be developed and submitted a minimum forty-five (45) days before delivery of training materials that describes:



Each course to be conducted.

An overview of delivery methods for each course, including hands-on and group work experience.

The course objectives for trainees.

An evaluation plan, including criteria for success of the course, based upon the goals and objectives, and evaluation steps and instruments to be employed.

A proposed schedule for each class, keyed to the installation process and constrained by availability of trainees away from regular duties.

A plan for developing or customizing course material.

Resumes of personnel proposed to be trainers for each class, demonstrating that they are experienced, effective training professionals.

Training shall include course development, providing instructors, and supplying all handouts, materials, classroom aids, etc. required to conduct the training. Training shall take place at the site facilities. Practical training on equipment shall occupy a significant portion of all training classes. The training presentations and material shall be in English.

**C3.1.1.9 Recording of weather**

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Engineer's approval, but access to the measuring gauge(s) shall be under the Engineer's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock, and keys at each measuring station, all at his own cost.

**C3.1.1.10 Format of communications**

All Contract communication shall be in English and in writing (letters, faxes, and electronic mail).

**C3.1.1.11 Key personnel**

The Contractor shall be required to allocate sufficiently experienced personnel to execute the Contract successfully.

**C3.1.1.12 Management meetings**

The Contractor and such other persons as may be nominated by the Engineer shall be required to attend periodic site meetings, the date and place for which will be set by the Engineer in consultation with the *Employer* and Contractor.

A main purpose of the site meetings will be to review and discuss progress and programme, and all persons attending the site meetings must be empowered to act on behalf of the firms they represent.

**C3.1.1.13 Forms for contract administration**

The Contractor shall maintain a file or files (hard copy and electronically) per Contract project, which shall contain:

the details of the Sub-contractors, if any;



project programme, with commencement and completion date;  
procurement information;  
progress reports, minutes, letters, faxes, emails of all project or project related correspondence;  
record documentation, reports, designs, and drawings;  
a copy of the Health and Safety Plan and the Environmental Management Plan;  
record of cost implications, variations, claims and disputes; and  
empowerment records.  
copy of quality (QMS) plan and all related documentation/procedures.

At the end of this Period of Performance the Contractor shall hand-over such hard copy files to the *Employer*, including all electronic records, documentation, reports, designs, and drawings.

**C3.1.1.14 Daily records**

The Contractor is to provide a site diary, which is to be kept on site, for the purpose of keeping daily records in respect of work performed on the site. This shall be made available to the Engineer upon request.

**C3.1.1.15 Bonds and guarantees**

If the Tenderer, when notified of the acceptance of his tender, fails to provide a guarantee within the period stipulated in the Contract Data and the *Employer* elects to cancel the contract on that ground, the *Employer* may demand a sum of R1 000 per day, or the *Employer* may take other action whether by way of a claim for loss or damage suffered by the *Employer* arising out of such breach.

**C3.1.1.16 Payment certificates**

The Contractor shall be required to complete a progress report before he will be allowed to complete the standard payment certificate required to be submitted with his tax invoice.

**C3.1.1.16.1 Measurement of work for payment**

All measurements for the purpose of payment shall be made by the Contractor and accepted by the Engineer. The Contractor shall be responsible for obtaining the Engineer's acceptance not later than one week after the measurements have been made.

**C3.1.1.17 Permits**

The Contractor shall acquire all permits, approvals and/or licenses from all local or national government authorities or public service undertakings in South Africa and abroad, which such authorities or undertakings require the Contractor to obtain and which are necessary for the performance of the Contract, including without limitation, visas for the Contractor's and *Sub-Contractor's* personnel and entry permits for all imported Contractor's plant and equipment.



#### **C3.1.1.18 Lock-out procedure**

Lock-out systems consist of isolation of electrical, hydraulic, pneumatic, mechanical systems and isolating valve and pipeline systems. Where the Contractor uses his own procedure, this procedure will be forwarded to the Engineer for review prior to commencement of work. A lock-out procedure shall be available at all electrical distribution boards. Valves isolated shall be locked and the Contractor shall be in possession of the keys. The Contractor and his employees shall be trained in accordance with this procedure and declared competent by the Contractor to lock out electrical equipment. They shall always adhere to the procedure's requirements.

#### **C3.1.1.19 Permit to work**

A system shall be implemented to control identified high risk activities. The Contractor shall ensure that the proper permit is issued as agreed upon and authorized by an appointed competent person before commencing with the work.

Some of the activities that may require a permit to work within a construction or plant area are:

- Cold work in areas where operational plant or equipment can pose a threat
- Radiographic works
- Working in confined spaces
- Excavation work (cable clearance permit)
- Blasting
- Piling
- Work being done within 50 m of an overhead power line
- Use of a hazardous substance, e.g. lead

Contractors are to ensure that all personnel who will be signing on work permits within the Site are trained in the work permit procedures and declared competent.

#### **C3.1.1.20 Use of documents by the *Employer***

All information (communications, designs, drawings, documents, or reports) provided to the *Employer* by the Contractor, in the course of performing the service required for this Contract, are intended to ensure that the projects are implemented successfully.

#### **C3.1.1.21 Property provided for the service provider's use**

The Contractor shall provide all physical resources, including properties, for the successful execution of the project.

#### **C3.1.1.22 Proof of compliance with the law**

The Contractor shall ensure that he complies to all prevailing legislation that applies to the provision of his services as part of this Contract and indemnifies the *Employer* where he deliberately neglects compliance with such legislation.



### C3.1.2 Health and safety

#### C3.1.2.1 Health and safety requirements and procedures

The Contractor shall comply with the *Employer's* Occupational Health and Safety requirements detailed in the Contract.

In addition, the Contractor shall comply with the following requirements in respect to Health and Safety.

The Contractor shall comply with the Occupational Health and Safety Act (OHS Act No 85 of 1993) and the Construction Regulations, 2003 as amended (Gazette 10113 of 7/02/2014). The "minimum safety requirements" referred to above shall be those contained in the Construction Regulations, 2003 of the OHS Act. Furthermore, the Contractor shall comply with any additional current statutory requirements of any relevant Government Departments regarding health and safety and specifically environmental health issues.

The Contractor shall establish and enforce rules to ensure the health and safety of his own employees and those of its Sub-contractors so that high standards of personnel health and safety are achieved and maintained. The Contractor shall exercise and enforce all necessary care and measures to preclude exposure of personnel, labour and nearby residents (if any) to potential health hazards and environmental pollutants. The Contractor shall, in collaboration with and to the requirements of the local health authorities, ensure that medical and first aid staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

The Contractor shall appoint a member of his staff at the Site to be responsible for maintaining the safety, and protection against accidents, of personnel on the Site. This person shall be qualified for his work shall have the authority to issue instructions and take protective measures to prevent accidents. The Contractor shall send in additional to the legislated parties, to the Engineer, details of any accident as soon as possible after its occurrence.

Except for the *Employer's* risks, as defined in the *conditions of contract*, the Contractor is solely responsible for the safety, protection, and security of his personnel, third persons, the *works*, Plant, installations, and the like. Accordingly, the Contractor shall comply faithfully with all pertinent South African laws, decrees, regulations and ordinances, and shall take all necessary safeguards to prevent occurrences of accidents, loss or damage of any kind during the execution of the *works*. He shall provide, erect, and maintain all necessary and suitable barricades and sufficient warning lights, danger signals and other signs and shall take all necessary precautions for the protection of the *works* and the safety of his personnel and the public.



### **C3.1.2.2 Contractor's Health and Safety System**

The Contractor shall submit to the Engineer its Health and Safety Management System documentation for acceptance and shall implement its system prior to the start of the construction.

The Health and Safety Management System shall cover but not be limited to the following:

- Skills and qualifications required by employees.

- Training and supervision of employees.

- Auditing of and reporting on health and safety practices and performance.

- Reporting and investigation of incidents.

- Identification and removal of hazards.

- Provision and use of protective equipment and clothing.

- Proper use and care of tools and equipment.

- Informing employees and Sub-contractors of health and safety hazards they may be exposed to, including hazards that may be created by other Contractors.

- Development and implementation of emergency procedures.

- Development and implementation of maintenance isolation systems and procedures to ensure the safety of personnel while working on plant which could be energized, activated, or made hazardous by other means.

- Provision of access zones for employees which are appropriately designated (e.g. "hard hat area", "out of bounds", "ear protection must be worn", "eye protection must be worn").

- Provision of safety engineers and provision of suitably qualified first aiders.

- Provision of first aid facilities equipped to a standard sufficient to cope with minor injuries and provide care and comfort before treatment by professional medical staff for more serious cases.

### **C3.1.2.3 Safety Officer**

The Contractor shall formally appoint a suitably qualified member of his staff to be responsible for safety aspects of the work on site and shall ensure compliance with all safety requirements. Particular attention shall be given by the Contractor to such aspects as risk assessment for individual tasks, lighting, and handrails and especially around dangerous openings, access stairs, toe plates and general cleanliness. Regular safety meetings will be held. The Contractor shall take appropriate action immediately following any instructions which the Engineer may make concerning matters of safety. The relevant OH&S procedures and specification developed for the project shall be strictly adhered to during execution of Works forming part of the project. The specifications and procedures form part of this tender document. The work under this contract is defined as "Construction Work" and regulated under the Occupational Health and Safety Act, 1993 (latest amendment) and the Contractor shall adhere to all the legislative requirements as per Construction Regulations 2003.

The Contractor shall provide for the cost of the health and safety measures in the Bill of Quantities.

The Contractor shall notify the Provincial Director in writing of the construction activities before work commences, if required.



The Site representative shall be present on site during working hours and any orders or instructions, which the Engineer may give to the Site Representative, shall be deemed to have been given to the Contractor.

The Contractor shall develop and demonstrate to the Engineer a suitable and sufficiently documented Health and Safety plan based on the safety specification.

The Contractor shall if called upon to do so, submit a preliminary Health and Safety Plan, failing to do so may lead to the disqualification of this tender.

#### **C3.1.2.4 Risk management**

The Contractor ensures that his risks are managed to enable the successful execution of the project.

The Contractors' risk that occurs or develops during construction is brought to the *Employer's* attention in writing immediately. A risk register must be kept for the duration of the project. A general risk analyses is performed prior to starting with the construction work, which must form part of the Safety Plan. All work will be carried out in conformance to the Occupational Health and Safety Act, 1993 (latest amendment) and the Contractor shall adhere to all the legislative requirements as per Construction Regulations 2003.

#### **C3.1.2.5 Health and safety specification (Employers)**

The Contractor shall appoint and notify the Engineer in writing, a competent Site representative, with the duty of supervising the construction work.

The Contractor shall appoint, and notify the Engineer in writing, a competent person to perform a risk assessment before construction work commences, during construction work and which shall form part of the Health and Safety Plan.

The Contractor shall appoint and notify the Engineer in writing, a competent person responsible for the preparation of a fall protection plan, amending, maintaining and adherence thereto.

The Contractor shall execute the necessary steps to prevent uncontrolled collapse of new or existing structures and no part shall be loaded in a manner that would render it unsafe.

The Contractor shall appoint and notify the Engineer in writing, a competent person responsible that all formwork and support work structures are adequately designed, erected, supported, braced and maintained.

The Contractor shall appoint and notify the Engineer in writing, a separate competent person with relevant experience for each of the operations whose first duty will be to, and who shall, supervise all stages in the operation. The operations are:

- i. Excavation, blasting and trimming of the excavations, backfilling and formation of embankments.
- ii. Supply of concrete aggregates and the batching, mixing, transporting, placing, compacting and curing of concrete.
- iii. Loading, unloading, transport and installation of steel pipes including areas where pipe jacking has occurred.
- iv. Cutting and welding of steel pipes
- v. Installation of valves, dirt boxes and water meters

All scaffolding shall comply with the Occupational Health and Safety Act 1993 (latest amendment).





The Contractor shall appoint and notify the Engineer in writing, a competent person responsible for suspended platform and that all erectors, operators and inspectors are competent to carry out their work.

Every material hoist and its tower shall be constructed of sound material in accordance to the Construction Regulations 2003 (latest amendments).

All explosive power tools shall comply to and be in accordance to Construction Regulations 2003 (latest amendment).

Notwithstanding the provisions of the Driven Machinery Regulations (Government Notice No R533, latest amendment), the Contractor shall ensure that work is carried out in a safe manner where tower cranes are used.

The Contractor shall ensure that all construction vehicles and mobile plant are maintained, operated and used in a safe manner by competent operators.

Notwithstanding the provision of the Electrical Installations Regulations (Government Notice R2920 latest amendment) and the Electrical Machinery Regulations, (Government Notice R1953 latest amendment), the Contractor shall take the necessary steps to provide a safe environment for construction work to proceed.

Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations (Government Notice No R1031, latest amendment), flammable liquids shall be stored in such a manner to prevent fires and explosions.

The Contractor shall provide lifejackets for workers where construction work is done near or over water.

Notwithstanding the provisions of the Environment Regulations for Workplaces (Government Notice No R2281, latest amendment), implement and maintain suitable housekeeping.

Notwithstanding the provisions for the stacking of articles in the General Safety Regulations (Government Notice R1031, latest amendment) the Contractor shall appoint a competent person in writing, responsible for supervising all stacking and storage on site.

Subject to the provisions of the Environment regulations for Workplaces (Government Notice No R2281, latest amendment), the Contractor shall take appropriate measures to avoid risk of fire.

Notwithstanding the provisions of the Facilities Regulations (Government Notice No R1593, latest amendment), the Contractor shall provide clean and maintained facilities as required.

The Contractor shall take all reasonable steps to ensure co-operation between all Sub-contractors to enable each Sub-contractor to comply with provisions of the Act.

#### **C3.5.1      GENERIC SPECIFICATIONS**

The SANS 1200 Standardized Specifications listed in 4.1.1 are applicable.

The provisions of these Specifications take precedence over the provisions of any part of SANS 2001 that is applicable to the contract. The variations and additions to these specifications are described in the section Applicable SANS 1200 Standardized Specifications (Section C3.4: Construction)

#### **C3.6      HEALTH AND SAFETY**



The following particular and generic specifications are applicable to this contract.

(1) Occupational Health & Safety

**C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

**C3.6.1.1 Framework for an occupational health and safety plan**

**C3.6.1.1.1 Introduction**

The Principal Contractor must demonstrate to the Employer that it 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.

The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

**C3.6.1.1.2 OH&S plan at tender stage**

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalised after the award of the contract. The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-Contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

**C3.6.2 Contents of an occupational health and safety plan**



### **C3.6.2.1 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.

#### **C3.6.2.1.1 Communication and management of the work**

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- 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, designers, 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.

#### **C6.2.1.2 Arrangements for controlling significant site risks**

The following are some examples of the arrangements for controlling the most significant site risks:

#### **C3.6.2.1.3 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.
- Traffic routes and segregation of vehicles and pedestrians.
- Traffic control during pipeline crossing of existing roads.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.
- Working in excavations to a depth of 7,0 metres.

#### **C3.6.2.1.4 Health risks**

- Working environment.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous 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 and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

#### **C3.6.2.1.5 Special risks**

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

#### **C3.6.2.1.6 Working environment**

- Rotating machinery (and pumps if required).
- Electrical infrastructure not indicated on "As Built" drawings.
- Electrical storms during summer months.
- Traffic control during pipeline crossings of existing roads.

#### **C3.6.2.1.7 Installation work**



- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment, pipes and manhole rings and covers.

#### **C3.6.2.1.8 Preparation of an occupational health and safety operational reference file/manual**

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer.

#### **C3.6.2.1.9 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 Client at completion of project.
- Appointment of a health and safety officer in writing.

#### **C3.6.2.1.10 Contents of an OH&S file/manual**

- OH&S Policy.
- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.
- Arrangements with Contractors / mandatory's
- 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 and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against trench excavations with depths ranging between 2 to 7 metres.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.



- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist Contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire-fighting systems.

**(a) Construction Regulations, 2003**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. (Not included in this Volume). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

**C3.6.2 PROTECTION OF THE PUBLIC**

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

**C3.6.3 BARRICADES AND LIGHTING**

All excavation must be marked with drum, reflecting tape and warning signs to satisfaction of the engineer and OHS appointed official.



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

## THEMBISILE HANI LOCAL MUNICIPALITY



PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

### **ADDITIONAL RELEVANT DOCUMENTS**

#### **Part C4 : Additional Relevant Documents**

The following documents are attached on the following annexures below and form part of the Contract:

1. Thembisile Hani Local Municipality Supply Chain Management Policy;
2. Covid-19 OHS Specifications for The Upgrading of Kwaggafontein Stadium-Wards 25 And 26
3. Kwaggafontein stadium geotechnical summary report
4. Kwaggafontein geohydrological summary report



*PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1*

## **ANNEXURE 1**





PROJECT No: THLM/SCM06/2022-2023/SF01  
UPGRADING OF KWAGGAFONTEIN STADIUM (WARD 26) PHASE 1

# SUPPLY CHAIN MANAGEMENT POLICY

2022-2023



**THEMBISILE HANI LOCAL  
MUNICIPALITY**



**MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY**  
**LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003**

The Council of the Thembisile Hani Local Municipality resolves in terms of section 111 of the Local Government: Municipal Finance Management Act (No. 56 of 2003) to adopt the following as the Supply Chain Management Policy of the municipality:

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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Tenderer

Witness 1

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*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## 1. **DEFINITIONS**

In this policy, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act has the same meaning as in the Act, and:

“accounting officer” means the Municipal Manager, or acting Municipal Manager, of Thembisile Hani Local Municipality.

“competitive bidding process” means a competitive bidding process referred to in paragraph 12 (1) (d) of this policy.

“competitive bid” means a bid in terms of a competitive bidding process.

“final award”, in relation to bids or quotations submitted for a contract, means the final decision on which bid or quote to accept.

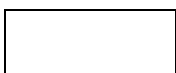
“formal written price quotation” means quotations referred to in paragraph 12 (1)(c) of this policy.

“historically disadvantaged individual (HDI)” means a South African citizen:

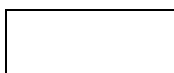
- i) who, due to the apartheid policy that had been in place, had to franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of Republic of SA, 1993 (Act 200/93) (the Interim Constitution); and/or
- ii) who is a female; and/or
- iii) who has a disability.

“in the service of the state” means to be:

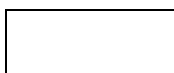
- (a) a member of:
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee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



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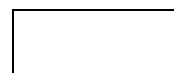
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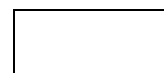
Witness 2



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“long term contract” means a contract with a duration period exceeding one year.

“list of accredited prospective providers” means the list of accredited prospective providers which a municipality or municipal entity must keep in terms of paragraph 14 of this policy.

“other applicable legislation” means any other legislation applicable to municipal supply chain management, including:

- (a) the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- (b) the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (c) the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000); and
- (d) the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004).

“principle shareholder” means a person processing such an interest or number of shares in an organization that he can influence decisions taken.

“Regulation” means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations.

“Responsible person” means a senior manager or manager who is responsible for the procurement of goods and services in his/her department.

“stakeholder” means any person with a vested interest in a particular organization.

“Treasury guidelines” means any guidelines on supply chain management issued by the Minister in terms of section 168 of the Act.

“the Act” means the Local Government : Municipal Finance Management Act, 2003 (Act No. 56 of 2003).

“written quotations” means quotations referred to in paragraph 12(1)(b) of this policy.

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## ABBREVIATIONS

AA – Accounting Officer

BBBEE – Broad Based Black Economic Empowerment

CE – Civil Engineering

CIDB – Construction Industry Development Board

CIPC – Companies and Intellectual Property Commission

EMEs – Exempted Micro Enterprises

GB – General Building

LED – Local Economic Development

MFMA – Municipal Finance Management Act

PFMA – Public Finance Management Act

PPPFA – Preferential Procurement Policy Framework Act

QSE – Qualifying Small Enterprise

SCM – Supply Chain Management

THLM – Thembisile Hani Local Municipality

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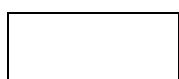


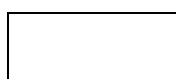
## CHAPTER 1

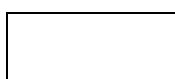
### ESTABLISHMENT AND IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

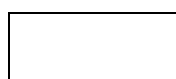
#### 2. SUPPLY CHAIN MANAGEMENT POLICY

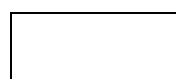
1. The principles of this policy are that it:
  - (a) gives effect to:
    - (i) section 217 of the Constitution; and
    - (ii) Part 1 of chapter 11 and other applicable provisions of the Act.
  - (b) is fair, equitable, transparent, competitive and cost effective;
  - (c) complies with:
    - (i) the regulatory framework prescribed in chapter 2 of the Regulations; and
    - (ii) any minimum norms and standards that may be prescribed in terms of section 168 of the Act.
  - (d) is consistent with other applicable legislation;
  - (e) does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and
  - (f) is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.
2. The municipality may not act otherwise than in accordance with this supply chain management policy when:
  - (a) procuring goods or services;
  - (b) disposing of goods no longer needed;
  - (c) selecting contractors to provide assistance in the provision of municipal services otherwise than in circumstances where chapter 8 of the Municipal Systems Act applies; or
  - (d) in the case of a municipality, selecting external mechanisms referred to in section 80 (1)(b) of the Municipal Systems Act for the provision of municipal services in circumstances contemplated in section 83 of that Act.

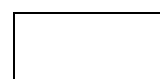
  
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3. Subparagraphs (1) and (2) of this policy do not apply in the circumstances described in section 110(2) of the Act except where specifically provided otherwise in this policy.

### **3. ADOPTION AND AMENDMENT OF THE SUPPLY CHAIN MANAGEMENT POLICY**

1. The accounting officer must:
  - (a) at least annually review the implementation of this policy; and
  - (b) when the accounting officer considers it necessary, submit proposals for the amendment of this policy to the council.
2. If the accounting officer submits a draft policy to the council that differs from the model policy, the accounting officer must ensure that such draft policy complies with the regulations. The accounting officer must report any deviation from the model policy to the National Treasury and the relevant provincial treasury.
3. When amending this supply chain management policy the need for uniformity in supply chain practices, procedures and forms between organs of state in all spheres, particularly to promote accessibility of supply chain management systems for small businesses must be taken into account.
4. The accounting officer of the municipality must in terms of section 62(1)(f)(iv) of the Act, take all reasonable steps to ensure that the municipality has and implements this supply chain management policy.

### **4. DELEGATION OF SUPPLY CHAIN MANAGEMENT POWERS AND DUTIES**

1. The council is hereby required to delegate such additional powers and duties to the accounting officer so as to enable the accounting officer:
  - (a) to discharge the supply chain management responsibilities conferred on accounting officers in terms of:
    - (i) Chapter 8 or 10 of the Act; and
    - (ii) the supply chain management policy.
  - (b) to maximise administrative and operational efficiency in the implementation of the supply chain management policy;
  - (c) to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favoritism and unfair and irregular practices in the implementation of the supply chain management policy; and
  - (d) to comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.

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2. Section 79 of the Act apply to the sub-delegation of powers and duties delegated to the accounting officer in terms of subparagraph (1) of this policy.
3. The council or accounting officer may not delegate or sub-delegate any supply chain management powers or duties to a person who is not an official of the municipality or to a committee which is not exclusively composed of officials of the municipality;
4. This paragraph may not be read as permitting an official to whom the power to make final awards has been delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 26 of this policy.
5. The accounting officer may not delegate or sub-delegate the authority to enter into negotiations in terms of paragraph 24 of this policy.

## 5. **SUB-DELEGATIONS**

1. The accounting officer may in terms of section 79 of the Act sub- delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this policy, but any such sub-delegation must be consistent with subparagraph (2) and paragraph 4 of this policy.
2. The power to make a final award:
  - (a) above R10-million (VAT included) may not be sub-delegated by the accounting officer;
  - (b) above R2-million (VAT included), but not exceeding R10-million (VAT included), may be sub-delegated but only to:
    - (i) the chief financial officer;
    - (ii) a senior manager; or
    - (iii) a bid adjudication committee of which the chief financial officer or a senior manager is a member; or
  - (c) not exceeding R2-million (VAT included) may be sub-delegated but only to:
    - (i) the chief financial officer;
    - (ii) a senior manager;
    - (iii) a manager directly accountable to the chief financial officer or a senior manager; or
    - (iv) a bid adjudication committee.
3. An official or bid adjudication committee to which the power to make final

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awards has been sub-delegated in accordance with subparagraph (2) of this policy must within ten (10) working days of the end of each month submit to the official referred to in subparagraph (4) of this policy a written report containing particulars of each final award made by such official or committee during that month, including:

- (a) the amount of the award; the name of the person to whom the award was made; and
- (b) the reason why the award was made to that person.

4. A written report referred to in subparagraph (3) of this policy must be submitted:

- (a) to the accounting officer, in the case of an award by:
  - (i) the chief financial officer;
  - (ii) a senior manager; or
  - (iii) a bid adjudication committee of which the chief financial officer or a senior manager is a member; or
- (b) to the chief financial officer or the senior manager responsible for the relevant bid, in the case of an award by:
  - (i) a manager referred to in subparagraph (2)(c)(iii) of this policy; or
  - (ii) a bid adjudication committee of which the chief financial officer or a senior manager is not a member.

5. Subparagraphs (3) and (4) of this policy do not apply to procurements out of petty cash.

6. This paragraph may not be interpreted as permitting an official to whom the power to make final awards has been sub-delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 26 of this policy.

7. No supply chain management decision-making powers may be delegated to an advisor or consultant.

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## 6. **OVERSIGHT ROLE OF COUNCIL**

1. The council must maintain oversight over the implementation of this supply chain management policy.
2. For the purposes of such oversight the accounting officer must:
  - (i) within thirty (30) days of the end of each financial year, submit a report on the implementation of the supply chain management policy of the municipality and of any municipal entity under its sole or shared control, to the council of the municipality;
  - (ii) Whenever there are serious and material problems in the implementation of the supply chain management policy, immediately submit a report to the council.
3. The accounting officer must, within twenty (20) days of the end of each quarter, submit a report on the implementation of the supply chain management policy to the executive mayor.
4. The reports must be made public in accordance with section 21A of the Municipal Systems Act.

## 7. **SUPPLY CHAIN MANAGEMENT UNIT**

1. A supply chain management unit is hereby established to implement this supply chain management policy.
2. The supply chain management unit must, where possible, operate under the direct supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the Act.

## 8. **TRAINING OF SUPPLY CHAIN MANAGEMENT OFFICIALS**

The training of officials involved in implementing the supply chain management policy should be in accordance with any Treasury guidelines on supply chain management training.

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## CHAPTER 2

### FRAMEWORK FOR SUPPLY CHAIN MANAGEMENT

#### 9. **FORMAT OF SUPPLY CHAIN MANAGEMENT**

This supply chain management policy provides systems for:

- (i) demand management;
- (ii) acquisition management;
- (iii) logistics management;
- (iv) disposal management;
- (v) risk management; and
- (vi) performance management.

#### ***PART 1 DEMAND MANAGEMENT***

#### 10. **SYSTEM OF DEMAND MANAGEMENT**

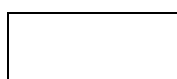
In order to ensure that the resources required to support the strategic and operational commitments are delivered at the correct time, at the right price and at the right location, and that the quantity and quality satisfy needs, an effective system of demand management must include the following:

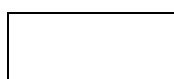
- (a) Planning for future requirements. Acquisition and disposals of all goods required to meet the strategic goals outlined in the Integrated Development Plan must be quantified, budgeted and planned to ensure timely and effective delivery, appropriate quality at a fair cost to meet the needs of the municipality and community. Critical delivery dates must be determined and adhered to.
- (b) If the requirement is of a repetitive nature and there are benefits of economies of scale a contract for a specific commodity should be arranged.
- (c) In order to compile the correct specifications an industry analysis / research should be undertaken to ensure future needs and technology benefits are maximised.

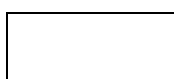
#### ***PART 2 ACQUISITION MANAGEMENT***

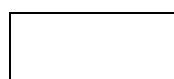
#### 11. **SYSTEM OF ACQUISITION MANAGEMENT**

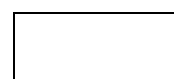
- 1. Through operational procedures, an effective system of acquisition management is established in Part 2 of this policy in order to ensure:
  - (a) that goods and services are procured by the municipality in accordance with authorized processes only;

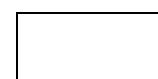
  
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- (b) that expenditure on goods and services is incurred in terms of an approved budget in terms of section 15 of the Act;
  - (c) that the threshold values for the different procurement processes are complied with;
  - (d) that bid documentation, evaluation and adjudication criteria, and general conditions of a contract, are in accordance with any applicable legislation; and
  - (e) that any Treasury guidelines on acquisition management are properly taken into account.
2. This supply chain management policy, except where provided otherwise in the policy, does not apply in respect of the procurement of goods and services contemplated in section 110(2) of the Act, including:
- (a) water from the Department of Water Affairs or a public entity, another municipality or a municipal entity; and
  - (b) electricity from Eskom or another public entity, another municipality or a municipal entity.
3. The following information must be made public wherever goods or services contemplated in section 110(2) of the Act are procured other than through the supply chain management system:
- (a) the kind of goods or services; and
  - (b) the name of the supplier.

## 12. **RANGE OF PROCUREMENT PROCESSES**

1. The procurement of goods and services through this policy is provided by way of:
- (a) petty cash purchases, up to a transaction value of R500,00 (VAT included);
  - (b) one written or verbal quotation be obtained for any specific procurement of a transaction value lower than R2 000,00
  - (c) a minimum of three formal written price quotations for any specific procurement of a transaction value lower than R30 000,00; or
  - (d) a competitive bidding process for:

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- (i) procurement above a transaction value of R200 000,00 (VAT included); and
- (ii) the procurement of long term contracts.

2. The accounting officer may, in writing:

- a) lower, but not increase, the different threshold values specified in subparagraph (1); or
- b) direct that:
  - (i) one written or verbal quotation be obtained for any specific procurement of a transaction value lower than R2 000,00
  - (ii) a minimum of three formal written price quotations be obtained for any specific procurement of a transaction value lower than R30 000,00; or
  - (iii) a competitive bidding process be followed for any specific procurement of a transaction value higher than R200 000,00.

3.

- a) Goods or services may not be deliberately split into parts or items of a lesser value merely to avoid complying with the requirements of the policy.
- b) When determining transaction values, a requirement for goods or services consisting of different parts or items must as far as possible be treated and dealt with as a single transaction.

### 13. **GENERAL PRECONDITIONS FOR CONSIDERATION OF WRITTEN QUOTATIONS OR BIDS**

A written quotation or bid may not be considered unless the provider who submitted the quotation or bid:

- (a) has furnished that provider's:
  - (i) full name;
  - (ii) identification number or company or other registration number;
  - (iii) tax reference number and VAT registration number, if any; and
  - (iv) tax verification PIN certificate from the South African Revenue Services as issued in circular 24/2019 on the 12<sup>th</sup> November 2019 indicating that tax clearance certificates will no longer be printed by SARS.
- (b) has indicated:

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- (i) whether he or she is in the service of the state, or has been in the service of the state in the previous twelve (12) months;
- (ii) if the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve (12) months; or
- (iii) Whether a spouse, child or parent of the provider or of a director, <sup>1</sup>manager, shareholder or stakeholder referred to in sub-para- graph (ii) is in the service of the state, or has been in the service of the state in the previous twelve (12) months.
- (iv) Before making an award the supply chain management must check tax compliance of service, if the person's tax matters are in order. The central supplier's database and the tax compliance status pin are approved method that will be utilized to verify tax compliance as the South African Revenue Services does not issue Tax Clearance Certificates.

**14. LIST OF ACCREDITED PROSPECTIVE PROVIDERS (CENTRAL SUPPLIERS DATABASE)**

- 1. The accounting officer must ensure that :
  - (a) Price quotations are invited and accepted from prospective suppliers listed on the CSD and
  - (b) Key information of prospective suppliers is verified on the CSD in line with the MFMA and regulatory requirements. The following information must be verified:
    - a) Business registration, including details of directors and membership
    - b) Bank account holders' information
    - c) Public service servant status of any of the directors
    - d) Tax compliance status
    - e) Identity number
    - f) B-BBEE status level
    - g) Tender defaulting and restriction status; and
    - h) Any additional and supplementary verification information communicated by the National Treasury
  - (c) The accounting officers must not award any bid for price quotation to bidder(s) not registered on the CSD.

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- (d) Transactions concluded through petty cash, sundry payments and foreign suppliers without a locally registered entity may be concluded even if the suppliers is not registered on the CSD, the suppliers must be made to register before orders are finalised.

## 15. **PETTY CASH PURCHASES**

1. The conditions for the procurement of goods by means of petty cash purchases referred to in paragraph 12(1)(a) of this policy, are that minor items are purchased for up to R500,00 (VAT included) where it is impractical, impossible or not cost-effective to follow the official procurement process.
2. The chief financial officer must authorise officials from his/her department to keep petty cash registers and to provide refunds for cash purposes or allow cash advances.
3. Cash advances can only be granted for out-of-pocket expenses for delegated representatives of the municipality or upon a written quotation, but in all instances petty cash vouchers must be approved by the relevant departmental head.
4. Officially delegated persons must consent to the deduction from their next remuneration any cash advances of which no proof of expenditure is presented on return from the attended event or transaction.
5. A monthly reconciliation report from the holder of petty cash must be provided to the chief financial officer, including:
  - (i) the total amount of petty cash purchases for that month; and
  - (ii) receipts and appropriate documents for each purchase.
6. The practice of breaking up purchases in order to circumvent the formal written price quotation and written price quotation processes is not permissible.

## 16. **WRITTEN QUOTATIONS**

The conditions for the procurement of goods or services through written quotations, are as follows:

- a) That quotations must be obtained from at least three (3) different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality, provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria in the supply chain management policy required by 14(1)(b) and (c) of this policy;

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- b) to the extent feasible, providers must be requested to submit such quotations in writing;
- c) if it is not possible to obtain at least three (3) quotations, the reasons must be recorded and reported quarterly to the accounting officer or another official designated by the accounting officer; and
- d) the accounting officer must record the names of the potential providers requested to provide such quotations with their quoted prices.
- e) the accounting officer must record the names of the potential providers requested to provide such quotations with their quoted prices.

## 17. **FORMAL WRITTEN PRICE QUOTATIONS**

1. The conditions for the procurement of goods or services through formal written price quotations, are as follows:
  - (a) Quotations must be obtained in writing from at least three (3) different providers whose names appear on central supplier's database not on tender defaulter's registers.
  - (b) quotations may be obtained from providers who are not listed, provided that such providers meet the listing criteria as per the Central Suppliers database and Supply chain management policy required by paragraph 14(1)(b) and (c);
  - (c) if it is not possible to obtain at least three (3) quotations, the reasons must be recorded and approved by the chief financial officer or an official designated by the chief financial officer; and
  - (d) the accounting officer must record the names of the potential providers and their written quotations.
  - (e) That if a quotation was submitted verbally, the order may be placed only against written confirmation by the selected provider.
2. A designated official referred to in subparagraph (1) (c) must within five (5) working days of the end of each month report to the chief financial officer on any approvals given during that month by that official in terms of that subparagraph.

## 18. **PROCEDURES FOR PROCURING GOODS OR SERVICES THROUGH WRITTEN QUOTATIONS AND FORMAL WRITTEN PRICE QUOTATIONS**

1. The operational procedure for the procurement of goods or services through written quotations or formal written price quotations, are as follows:
  - (a) all requirements in excess of R30 000,00 (VAT included), but not exceeding R 200 000,00 (VAT included) that are to be procured by means

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of formal written price quotations must, in addition to the requirements of paragraph 17, be advertised for at least seven days on the website and all official notice boards of the municipality;

- (b) all bids received above R30 000,00 (VAT included) are to be placed in the official quotation boxes as designated for each department from time to time;
- (c) all acceptable orders above R30 000,00 (VAT included) are subjected to preference points system and must be awarded to the highest points;
- (d) but in case where only one service provider submits a quotation – a letter of approval to the accounting officer to approve the appointment of that particular bidder must be obtained;
- (e) when using suppliers registered on the Central Suppliers Database the accounting officer must promote ongoing competition amongst providers, including by inviting providers to submit quotations on a rotation basis;
- (f) the accounting officer must take all reasonable steps to ensure that the procurement of goods and services through written quotations or formal written price quotations is not abused;
- (g) the accounting officer or chief financial officer must on a monthly basis be notified in writing of all written quotations and formal written price quotations accepted by an official acting in terms of a sub delegation; and
- (h) the chief financial officer must set procedures for the procurement of goods and services through written quotations and formal written price quotations and the proper recordkeeping thereof.

## 19. **COMPETITIVE BIDS**

1. Goods or services above a transaction value of R200 000,00 (VAT included) and long term contracts (contracts exceeding one year) may only be procured through a competitive bidding process, subject to paragraphs 11(2) and 36 of this policy; and no requirement for goods or services above an estimated transaction value of R200 000, 00 (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process.

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## 20. **PROCESS FOR COMPETITIVE BIDDING**

The procedures for a competitive bidding process are established in Part 2 of this policy for each of the following stages:

- (a) the compilation of bidding documentation;
- (b) the public invitation of bids;
- (c) site meetings or briefing sessions, if applicable;
- (d) the handling of bids submitted in response to public invitation;
- (e) the evaluation of bids;
- (f) the award of contracts;
- (g) the administration of contracts; and
- (h) proper record keeping.

## 21. **BID DOCUMENTATION FOR COMPETITIVE BIDS**

The criteria to which bid documentation for a competitive bidding process must comply, must:

- (a) take into account:
  - (i) the general conditions of contract;
  - (ii) any Treasury guidelines on bid documentation; and
  - (iii) the requirements of the Construction Industry Development Board (CIDB), in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;
- (b) include evaluation and adjudication criteria, including any criteria required by the applicable legislation;
- (c) compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;
- (d) if the value of the transaction is expected to exceed R10-million (VAT included), request bidders to furnish the following:
  - (i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements:
    - for the past three years; or
    - since their establishment if established during the past three years.

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- (ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than thirty (30) days;
  - (iii) particulars of any contracts awarded to the bidder 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;
  - (iv) 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 of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and
- (e) stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

## 22. **PUBLIC INVITATION FOR COMPETITIVE BIDS**

1. The procedure for the invitation of competitive bids, is as follows:
  - (a) Any invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally and nationally, the website of the municipality or any other appropriate ways (which may include an advertisement on the E-Tender portal); and
  - (b) the information contained in the public advertisement, must include:
    - (i) the closing date for the submission of bids, which may not be less than thirty (30) days in the case of transactions over R10-million (VAT included), or which are of a long term nature, or fourteen (14) days in any other case, from the date on which the advertisement is \*placed in a newspaper, subject to subparagraph (2); a statement that bids may only be submitted on the bid documentation provided by the municipality; and
    - (ii) the date, time and venue of any proposed site meetings or mandatory briefing sessions where applicable.
2. The accounting officer may determine the closing date for the submission of bids which is less than the thirty (30) or fourteen (14) days requirement, but only if such shorter periods can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
3. Bids submitted must be submitted in a sealed envelope
4. All construction b i d s above R200 000, 00 must be advertised on the CIBD

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website .

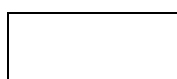
5. The SCM Unit, in conjunction with the user department shall deal with transfers/cessions and variation orders. All cession documents must be submitted to the SCM Unit to check and verify compliance before the processing of payments.
6. All projects with a transaction value of R500 000,00 and above are allowed to enter into cessions. Prior to the implementation of a cession all service providers must be registered on the CSD. The cession agreement must be approved by the head of the responsible department, CFO and Municipal Manager.
7. Applications for the transfer/cession of contracts must be completed and signed by both the transferor and the transferee and countersigned by two witnesses. Full reasons for the transfer of the contract must be provided and the transferee's ability to carry out the contract must be established and reported to the Accounting Officer or the delegated authority. Unless it is otherwise in the best interest of the municipality, it is unlikely that the transfer will be approved if the municipality would suffer a loss as a result thereof or if there is an increased risk to the municipality.
8. The contractor must raise the issue with the user department in writing where after the user department must comment on the viability of the transfer/cession and submit the request to the SCM Unit. If the transfer/cession is not viewed favourably for a justifiable reason, the SCM Unit must inform the contractor of the decision in writing and provide the user department with copies of the correspondence for filing purposes.
9. If the transfer/cession is viewed favourably, the SCM Unit may involve legal assistance for the purpose of drawing up the transfer/cession documentation if necessary. The SCM Unit must facilitate the signing of the transfer/cession by all parties, forward a copy to the user division and the contractor and must file the original signed transfer/cession documentation appropriately.

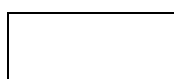
### **23. PROCEDURE FOR HANDLING, OPENING AND RECORDING OF BIDS**

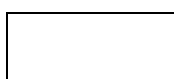
The procedures for the handling, opening and recording of bids, are as follows:

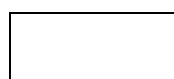
(a) Bids:

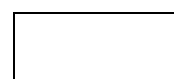
- (i) must be opened only in public; and
- (ii) must be opened at the same time and as soon as possible after the period for the submission of bids has expired.

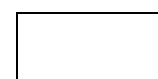
  
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- (b) Any bidder or member of the public has the right to request that the names of the bidders who submitted bids in time must be read out and, if practical, also each bidder's total bidding price; and
- (c) The accounting officer must:
  - (i) record in a register all bids received on time;
  - (ii) make the register available for public inspection; and
  - (iii) publish the entries in the register and the bid results on the website.
- (d) No information, relating to the bid other than that in subparagraph (b) may be disclosed to bidders or other persons until an official award is made.

## 24. **NEGOTIATIONS WITH PREFERRED BIDDERS**

1. The accounting officer may, subject to paragraph 4(5) of this policy, negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation:
  - (a) does not allow any preferred bidder a second or unfair opportunity;
  - (b) is not to the detriment of any other bidder; and
  - (c) does not lead to a higher price than the bid as submitted.
2. Minutes of such negotiations must be kept for record purposes.

## 25. **TWO-STAGE BIDDING PROCESS**

1. A two-stage bidding process is allowed for:
  - (a) large complex projects;
  - (b) projects where it may be undesirable to prepare complete detailed technical specifications; or
  - (c) long term projects with a duration period exceeding three (3) years
2. In a two-stage (prequalification) bidding process, bidders are first invited to pre-qualify in terms of predetermined criteria, without being required to submit detailed technical proposals (where applicable) or a financial offer.
3. In the second stage, all bidders that qualify in terms of the predetermined

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criteria will be shortlisted and invited to submit final technical proposals (where applicable) and/or a financial offer.

4. This process may be applied to bids for large complex projects of a specialist or long term nature or where there are legislative, design, technological and/or safety reasons to restrict bidding to firms who have proven their capability and qualification to meet the specific requirements of the bid, including projects where it may be undesirable to prepare complete detailed technical specifications or long term projects with a duration exceeding three (3) years.
5. The notice inviting bidders to pre-qualify must comply with the provisions of public invitation for competitive bids.
6. Once bidders have pre-qualified for a particular project, they shall be given not less than seven (7) days to submit a final technical proposal where applicable and/or a financial offer.

## **26. TWO ENVELOPE SYSTEM**

1. A two envelope system differs from a two-stage (prequalification) bidding process in that a technical proposal and the financial offer are submitted in separate envelopes at the same place and time. The financial offers will only be opened once the technical proposals have been evaluated.

## **27. EXTENSION OF VALIDITY PERIODS**

1. The period for which bids are to remain valid and binding must be indicated in the bid documents.
2. The validity period is calculated from the bid closure date and bids shall remain in force and binding until the end of the final day of that period.
3. The responsible official for the bid must take all possible steps to ensure the bids are evaluated and adjudicated within the validity period.
4. This period of validity may be extended, provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. The period of extension may not exceed a period of sixty (60) days.
5. The responsible official must ensure that all bidders are requested to extend the validity period of their bids where necessary in order to ensure that the bids remain valid throughout the evaluation period or until the award is finalised.
6. Any such extensions shall be agreed to by a bidder in writing before expiry date of validity period.

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7. If bidders are requested to extend the validity period of their bids as a result of an appeal being lodged it must be made clear to bidders that this is the reason for the request.

## 28. **SAMPLES**

1. Where samples are called for in the bid documents, samples (marked with the bid and item number as well as the bidder's name and address) shall be delivered separately (to the bid) to the addressee mentioned in the bid documents by no later than the closing time of the bid.
2. Bids may not be included in parcels containing samples.
3. If samples are not submitted as required in the bid documents, then the bid concerned may be declared invalid.
4. Samples shall be supplied by a bidder at his/her own expense and risk. The municipality shall not be obliged to pay for such samples or compensate for the loss thereof, unless otherwise specified in the bid documents, and shall reserve the right not to return such samples and to dispose of them at its own discretion.
5. If a bid is accepted for the supply of goods according to a sample submitted by the bidder, that sample will become the contract sample. All goods/materials supplied shall comply in all respects to that contract sample.

## 29. **SUBMISSION OF BIDS**

1. Bids must be submitted before the closing time, at the address and in accordance with the directives in the bid documents.
2. Each bid must be in writing using non-erasable ink and must be submitted on the official Form of Bid/Offer issued with the bid documents. Only one (1) tender offer from a bidding entity will be accepted.
3. The bid must be submitted in a separate sealed envelope with the name and address of the bidder, the bid number and title, the bid box number (where applicable), and the closing date indicated on the envelope. The envelope may not contain documents relating to any bid other than that shown on the envelope. Only sealed bids will be accepted. The municipality may accept tenders where envelopes have been inadvertently marked with the name of the bidder.
4. The onus shall be on the bidder to place the sealed envelope in the official, marked and locked bid box provided for this purpose, at the designated venue, no later than the closing date and time specified in the bid notice.
5. Postal bids will not be accepted for consideration, nor shall proof of posting

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or proof of delivery be accepted as proof that bids were delivered if received after the closing date of bid.

6. No bids forwarded by telegram, facsimile or similar apparatus shall be considered unless stated otherwise in tender document.
7. Electronic bids will not be accepted.
8. The bidder shall choose a *domicilium citandi et executandi* in the Republic and unless notice of the change thereof has duly been given in writing, it shall be the address stated in the bid.
9. No person may amend or tamper with any bids or quotations after their submission.

### 30. **OPENING OF BIDS**

1. At the specified closing time on the closing date the applicable bid box shall be closed.
2. The bid box shall be opened in public as soon as practical after the closing time.
3. Bids found to be inadvertently placed in the incorrect bid box will be redirected provided that the applicable bids either closed on the same day at the same time, or are still open (in which case the municipality disclaims any responsibility for seeing that the bids are in fact lodged in the correct bid box). A record of all bids placed in an incorrect box shall be kept.
4. Bids received in sealed envelopes in the bid box without a bid number or title on the envelope will be opened at the bid opening and the bid number and title ascertained. If the bid was in the correct bid box it will be read out. If the bid is found to be in the incorrect bid box, it will be redirected provided that the applicable bids either closed on the same day at the same time, or are still open. If the bid closes at a later date, the bid will be placed in a sealed envelope with the bid number and title endorsed on the outside, prior to being lodged in the applicable box. The municipality however disclaims any responsibility for seeing that the bid is in fact lodged in the correct box.
5. Immediately after the opening of the bid box, all bids shall be opened in public and checked for compliance.
6. The official opening the bids shall in all cases read out the name of the bidder and, if practical, the amount of the bid.
7. As soon as a bid or technical proposal has been opened:

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- (a) the bid / proposal shall be stamped with the official stamps, and endorsed with the opening official's signature;
- (b) the name of the bidder, and where possible, the bid sum shall be recorded in a bid opening record kept for that purpose; and
- (c) the responsible official who opened the bid shall forthwith place his/her signature on the bid opening record and shall ensure that the bid opening record and the bid prices, where applicable, are made available for public inspection and are published on the municipality's official website.

### 31. **COMMITTEE SYSTEM FOR COMPETITIVE BIDS**

- 1. The following committees are hereby established:
  - (a) a bid specification committee;
  - (b) a bid evaluation committee; and
  - (c) a bid adjudication committee;
- 2. The accounting officer is required to appoint the members of each committee, taking into account section 117 of the Act; and
- 3. The accounting officer is required to provide for an attendance or oversight process by a neutral or independent observer, appointed by the accounting officer, when this is appropriate for ensuring fairness and promoting transparency.
- 4. The committee system must be consistent with:
  - (a) paragraph 27, 28 and 29 of this policy; and
  - (b) any other applicable legislation.
- 5. The accounting officer may apply the committee system to formal written price quotations.

### 32. **BID SPECIFICATION COMMITTEES**

- 1. The bid specification committee must compile the specifications for each procurement of goods or services by the municipality.
- 2. Specifications:
  - (a) must be drafted in an unbiased manner to allow all potential suppliers to offer their goods or services;

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- (b) must take account of any accepted standards such as those issued by Standards South Africa, the International Standards Organization, or an authority accredited or recognized by the South African National Accreditation System with which the equipment or material or workmanship should comply;
  - (c) where possible, be described in terms of performance required rather than in terms of descriptive characteristics for design;
  - (d) may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;
  - (e) may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the word “*equivalent*”;
  - (f) must indicate each specific goal for which points may be awarded in terms of the points system set out in the Preferential Procurement Regulations 2001; and
  - (g) must be approved by the accounting officer prior to publication of the invitation for bids in terms of paragraph 22 of this policy.
3. The bid specification committee must be composed of one or more officials of the municipality, preferably the manager responsible for the function involved, and may when appropriate ,include external specialist advisors
4. No person, advisor or corporate entity involved with the bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.
5. Bid specification committee meetings must be conducted in accordance with the applicable rules in order regulating the conduct of meetings.

### 33. **BID EVALUATION COMMITTEES**

1. The bid evaluation committee must:
- (a) evaluate bids in accordance with:
    - (i) the specifications for a specific procurement; and
    - (ii) the points system set out in terms of paragraph 21(b).
  - (b) evaluate each bidder’s ability to execute the contract;

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- (c) check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears; and
  - (d) submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.
2. An ad-hoc bid evaluation committee shall be constituted for each project or procurement activity to evaluate bids received.
3. The bid evaluation committee shall be comprised of at least four (4) municipal officials, comprising of an appointed chairperson (who may be the same person as the chairperson of the bid specification committee), the project manager / responsible official and at least one supply chain management practitioner.
4. Where appropriate, a representative of internal audit and/or legal services may form part of this committee, which may also include an internal or external specialist/expert as necessary.
5. The Municipal Manager, or his delegated authority, shall, taking into account Section 117 of the MFMA, appoint the members of the bid evaluation committee.
6. Bid evaluation committee meetings must be conducted in accordance with the applicable rules of order regulating the conduct of meetings.
7. Where consultants or agents were tasked with the invitation of bids the responsible consultant or agent shall carry out a preliminary evaluation of all valid bids received and shall submit a draft bid evaluation report to the bid evaluation committee for consideration.
8. Any evaluation of a bid shall consider the bids received and shall note for inclusion in the evaluation report, a bidder:
  - (a) whose bid was endorsed as being invalid by the responsible official at the bid opening;
  - (b) bid does not comply with the provisions for combating abuse of this policy;
  - (c) whose bid does not comply with the general conditions applicable to bids and quotations of this policy;
  - (d) whose bid is not in compliance with the specifications;
  - (e) whose bid is not in compliance with the terms and conditions of the bid documentation;
  - (f) whose bid does not comply with any minimum goals stipulated in terms

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of the preferential procurement section of this policy;

- (g) who is not registered on the Central Suppliers Database. In this regard bid documentation shall state that the responsibility for registration and verification rests solely with the bidder;
- (h) who, in the case of construction works acquisitions, does not comply with the requirements of the Construction Industry Development Board Act regarding registration of contractors;
- (i) who has failed to submit tax verification PIN from the South African Revenue Services (SARS) certifying that the taxes of the bidder are in order or that suitable arrangements have been made with SARS; and also non- tax compliant as per CSD
- (j) who fails to comply with any applicable Bargaining Council agreements.

9. Bids shall be evaluated according to the following as applicable:

- (a) bid price (corrected if applicable and brought to a comparative level where necessary);
- (b) the unit rates and prices;
- (c) the bidder's ability to fulfill its obligations in terms of the bid documents, any qualifications to the bid;
- (d) the bid ranking obtained in respect of preferential procurement as required by this policy;
- (e) the financial standing of the bidder, including its ability to furnish the required institutional guarantee, where applicable; and
- (f) any other criteria specified in the bid documents.

\*

- 10. No bidder may be recommended for an award unless the bidder has demonstrated that it has the resources and skills required to fulfill its obligations in terms of the bid document.
- 11. The bid evaluation committee shall check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears for not more than 90 days.
- 12. Additional information or clarification of bids may be called for if required but only in writing.
- 13. The municipality shall not be bound to consider alternative bids.

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14. If a bidder requests in writing, after the closing of bids, that his/her bid be withdrawn, then such a request may be considered and reported in the bid evaluation report.
15. The bidder obtaining the highest number of points should be recommended for acceptance unless there are reasonable and justifiable grounds to recommend another bidder.
16. If, after bids have been brought to a comparative level, two or more score equal total adjudication points, the recommended bidder shall be the one scoring the highest preference points.
17. If two or more bids are equal in all respects, the bid evaluation committee shall draw lots to decide on the recommendation for award, or may, in the case of goods and services, recommend splitting the award proportionately, where applicable.
18. All disclosures of a conflict of interest shall be considered by the bid evaluation committee shall be reported to the bid adjudication committee.
19. The bid evaluation committee shall, having considered the responsible agent's draft report, submit a report, including recommendations regarding the award of the bid or any other related matter, to the bid adjudication committee for award.

#### **34. BID ADJUDICATION COMMITTEES**

1. The bid adjudication committee must:
  - (a) consider the report and recommendations of the bid evaluation committee; and
  - (b) either:
    - (i) depending on its delegations, make a final award or a recommendation to the accounting officer to make the final award; or
    - (ii) make another recommendation to the accounting officer how to proceed with the relevant procurement.
2. The bid adjudication committee must consist of at least four senior managers of the municipality which must include:
  - (i) the chief financial officer or, if the chief financial officer is not available, another senior finance official heading either of the budget or treasury offices, reporting directly to the chief financial officer and designated by the chief financial officer;
  - (ii) at least one senior supply chain management practitioner who is an

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- (iii) official of the municipality; and  
a technical expert in the relevant field who is an official, if such an expert exists.
3. The accounting officer must appoint the chairperson of the committee. If the chairperson is absent from a meeting, the members of the committee who are present must elect one of them to preside at the meeting.
4. Neither a member of a bid evaluation committee, nor an advisor or person assisting the evaluation committee, may be a member of a bid adjudication committee.
- (i) (a) If the bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee, the bid adjudication committee must prior to awarding the bid:
- (ii) check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears; and
- (iii) notify the accounting officer.
- (b) The accounting officer may:
- (i) after due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in paragraph (a); and
- (ii) if the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.
5. The accounting officer may at any stage of a bidding process, refer any recommendation made by the evaluation committee or the adjudication committee back to that committee for reconsideration of the recommendation.
6. The accounting officer must comply with section 114 of the Act within 10 working days.

### 35. **EXTENSION OR EXPANSION OR VARIATION OF CONTRACTS**

1. Any increase in the approved contract sum or contract period (in respect of annual bids) that may become necessary as a result of exceptional circumstances during the contract period, must be approved by Council.
2. Where community participation has been a part of the project, the community must be advised of the proposed increase and be invited to provide written comment.
3. Any unapproved increase in the contract sum or contract period as a result of

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exceptional circumstances must be explained in a report to the council requesting condonation for such unapproved increase.

4. The period of extension of contract may not exceed a period of more than twelve (12) months.
5. Contracts may be amended/varied/modified according to the Accounting Officer's delegated powers to achieve the original objective of the contract. Amendments may not materially alter the original objective; as such amendments should form part of a new bid invitation. All contractual parties must agree to the amendment in writing. No contract can be amended after the original contract has ceased to exist. The extension of a contract shall be finalized before the current expiry date of the contract. Where prices are amended for the extended period, the reasonableness of the prices must be established.
6. When an item on contract is no longer available and another item has to be substituted, this implies an amendment of the contract. Such an amendment must be submitted to the relevant delegated authority for approval. When a contractor is no longer able to supply a contract item and he offers a substitute, which is more expensive, the amendment is to the disadvantage of the municipality unless the substitute item offers additional benefits which can be utilized by the municipality and which justify the additional cost. If not, the Accounting Officer's or delegated authority's approval must be obtained.
7. For the appointment of consultants, any granting of a substantial extension of the stipulated time for performance of the contract, agreeing to any substantial amendment of the scope of the services, substituting key staff, waiving the conditions of a contract, or making any changes in the contract that would in aggregate increase the original amount of the contract by not more than twenty percent (20%), will be subject to the approval of the Accounting Officer or the delegated authority.
8. The contractual conditions should stipulate the conditions under which amendments shall be considered and the process to be followed in such circumstance. No variation or modification of the conditions of contract shall be made without all the parties signing the amendment. The user division must approach the SCM Unit with the request for an amendment. The SCM Unit should contact the contractor to determine whether he/she will be amenable to an amendment to the contract within the allowable parameters.

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9. If the contractor is prepared to amend the contract and it is confirmed in writing, the SCM Unit shall process the amendment and supply the user department with the details of the amendment. The SCM Unit must involve legal assistance for the purpose of drawing up the amendment, if required. The SCM Unit must facilitate the signing of the amendment by all parties. A signed copy must be forwarded to the user division and the contractor and the SCM Unit must file the original signed amendment appropriately.

### 36. **PROCUREMENT OF BANKING SERVICES**

1. Banking services:
  - (a) must be procured through competitive bids;
  - (b) must be consistent with section 7 or 85 of the Act; and
  - (c) may not be for a period of more than five years at a time.
2. The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.
3. The closure date for the submission of bids may not be less than sixty (60) days from the date on which the advertisement is placed in a newspaper in terms of paragraph 22(1). Bids must be restricted to banks registered in terms of the Banks Act, 1990 (Act No. 94 of 1990).

### 37. **PROCUREMENT OF IT RELATED GOODS OR SERVICES**

1. The accounting officer **may** request the State Information Technology Agency (SITA) to assist with the acquisition of IT related goods or services through a competitive bidding process.
2. Both parties **must** enter into a written agreement to regulate the services rendered by, and the payments to be made to, SITA.
3. The accounting officer must notify SITA together with a motivation of the IT needs if:
  - (a) the transaction value of IT related goods or services required in any financial year will exceed R50-million (VAT included); or
  - (b) the transaction value of a contract to be procured whether for one or more years exceeds R50-million (VAT included).
4. If SITA comments on the submission and the municipality disagrees with such

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comments, the comments and the reasons for rejecting or not following such comments must be submitted to the council, the National Treasury, the relevant provincial treasury and the Auditor General.

**38. PROCUREMENT OF GOODS AND SERVICES UNDER CONTRACTS SECURED BY OTHER ORGANS OF STATE**

1. The accounting officer may procure goods or services under a contract secured by another organ of state, but only if:
  - (a) the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state;
  - (b) there is no reason to believe that such contract was not validly procured;
  - (c) there are demonstrable discounts or benefits to do so; and
  - (d) that other organ of state and the provider have consented to such procurement in writing.
2. Subparagraphs (1)(c) and (d) do not apply if:
  - (a) a municipal entity procures goods or services through a contract secured by its parent municipality; or
  - (b) a municipality procures goods or services through a contract secured by a municipal entity of which it is the parent municipality.

**39. PROCUREMENT OF GOODS NECESSITATING SPECIAL SAFETY ARRANGEMENTS**

1. The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gasses and fuel, should be avoided where ever possible.
2. Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the accounting officer.

**40. PROUDLY SA CAMPAIGN**

The municipality supports the Proudly SA campaign to the extent that, all things being equal, preference is given to procuring local goods and services from:

- (a) Firstly –suppliers and businesses within the municipality or district;
- (b) Secondly – suppliers and businesses within the relevant province; and
- (c) Thirdly – suppliers and businesses within the Republic of South Africa.

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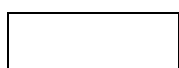


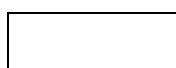
#### 41. **APPOINTMENT OF CONSULTANTS**

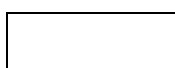
1. The accounting officer may procure consulting services provided that any Treasury guidelines in respect of consulting services are taken into account when such procurements are made.
2. Consultancy services must be procured through competitive bids if:
  - (a) the value of the contract exceeds R200 000,00 (VAT included); or
  - (b) the duration period of the contract exceeds one (1) year.
3. In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of:
  - (a) all consultancy services provided to an organ of state in the last five (5) years; and
  - (b) any similar consultancy services provided to an organ of state in the last five (5) years.
4. The accounting officer must ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.

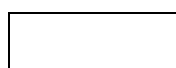
#### 42. **DEVIATION FROM, AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESSES**

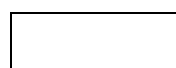
1. The accounting officer may:
  - (a) dispense with the official procurement processes established by this policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only:
    - (i) in an emergency;
    - (ii) if such goods or services are produced or available from a single provider only;
    - (iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
    - (iv) acquisition of animals for zoos and/or nature and game reserves; or
    - (v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes including.
  - (b) ratify any minor breaches of the procurement processes by an official or

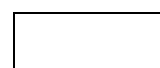
  
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committee acting in terms of delegated powers or duties which are purely of a technical nature.

2. The accounting officer must record the reasons for any deviations in terms of subparagraphs (1)(a) and (b) of this policy and report them to the next meeting of the council and include as a note to the annual financial statements.
3. Subparagraph (2) does not apply to the procurement of goods and services contemplated in paragraph 11(2) of this policy.

#### **43. EMERGENCY DISPENSATION**

1. The conditions warranting emergency dispensation should include the existence of one or more of the following:
  - (a) the possibility of human injury or death;
  - (b) the prevalence of human suffering or deprivation of rights;
  - (c) the possibility of damage to property, or suffering and death of livestock and animals;
  - (d) the interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the municipality as a whole;
  - (e) the possibility of serious damage occurring to the natural environment;
  - (f) the possibility that failure to take necessary action may result in the municipality not being able to render an essential community service; and
  - (g) the possibility that the security of the state could be compromised.
2. The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal procurement process. Emergency dispensation shall not be granted in respect of circumstances other than those contemplated above.
3. Where possible, in an emergency situation, three quotes in accordance with general acquisition management principles should be obtained and a report submitted to the accounting officer for approval. However, where time is of the essence, the emergency shall be immediately addressed, and the process formalised in a report to the Municipal Manager as soon as possible thereafter.

#### **44. UNSOLICITED BIDS**

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1. In accordance with section 113 of the Act there is no obligation to consider unsolicited bids received outside a normal bidding process.
2. The accounting officer may decide in terms of section 113(2) of the Act to consider an unsolicited bid:
  - (a) for the provision of goods and services, only if:
    - (i) the product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;
    - (iii) the product or service will be exceptionally beneficial to, or have exceptional cost advantages;
    - (iv) the person who made the bid is the sole provider of the product or service; and
    - (v) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.
  - (b) for the disposal of immovable assets only if:
    - (i) the proposed development offered in terms of the bid is a demonstrably or proven unique innovative concept;
    - (ii) the proposed development will be exceptionally beneficial to the council, or have exceptional local economic advantages;
    - (iii) the person who made the bid is the innovative designer of the proposed development;
    - (iv) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer;
    - (v) only if also the selling price is not less than market related except when the plight of the poor or public interest demand otherwise;
    - (vi) that the person who made the proposal will be prejudiced if a competitive bidding process is followed.
3. If the accounting officer decides to consider an unsolicited bid that complies with subparagraph (2) of this policy, the decision must be made public in accordance with section 21A of the Municipal Systems Act, together with:
  - (a) reasons as to why the bid should not be open to other competitors;
  - (b) an explanation of the potential benefits if the unsolicited bid were accepted; and
  - (c) an invitation to the public or other potential suppliers to submit their comments within thirty (30) days of the notice.
4. All written comments received pursuant to subparagraph (3), including any

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responses from the unsolicited bidder, must be submitted to the National Treasury and the relevant provincial treasury for comment.

5. The adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the accounting officer, depending on its delegations.
6. A meeting of the adjudication committee to consider an unsolicited bid must be open to the public.
7. When considering the matter, the adjudication committee must take into account:
  - (a) any comments submitted by the public; and
  - (b) any written comments and recommendations of the National Treasury or the relevant provincial treasury.
8. If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor-General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.
9. Such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within thirty (30) days of the submission.

#### **45. COMBATING OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM**

The following measures are established to combat the abuse of the supply chain management system:

1. The accounting officer must:
  - (a) take all reasonable steps to prevent abuse of the supply chain management system;
  - (b) investigate any allegations against an official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure to comply with this supply chain management policy, and when justified:
    - (i) take appropriate steps against such official or other role player; or
    - (ii) report any alleged criminal conduct to the South African Police Service.

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- (c) check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
- (d) reject any bid from a bidder:
  - (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or
  - (ii) who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
- (e) reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
- (f) cancel a contract awarded to a person if:
  - (i) the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
  - (ii) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person.
- (g) reject the bid of any bidder if that bidder or any of its directors:
  - (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
  - (ii) has been convicted for fraud or corruption during the past five (5) years;
  - (iii) has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five (5) years; or
  - (iv) has been listed in the Register for Tender Defaulters In terms section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

2. The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs (1)(b)(ii), (e) or (f) of this policy.

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## **LOGISTICS, DISPOSAL, RISK AND PERFORMANCE MANAGEMENT**

### **46. LOGISTICS MANAGEMENT**

An effective system of logistics management must include the following:

- (a) monitoring of spending patterns on types or classes of goods and services which should where practical incorporate the coding of items to ensure that each item has a unique number for the purposes of monitoring;
- (b) setting of inventory levels that includes minimum and maximum levels and lead times wherever goods are placed in stock;
- (c) placing of manual or electronic orders for all acquisitions other than petty cash;
- (d) before payment is approved, a certification from the responsible officer that the goods and services are received or rendered on time and is in accordance with the order, the general conditions of contract and specifications where applicable and that the price charged is as quoted in terms of a contract;
- (e) appropriate standards of internal control and warehouse management to ensure goods placed in stores are secure and only used for the purpose they were purchased;
- (f) regular checking to ensure that all assets including official vehicles are properly managed, appropriately maintained and only used for official purposes; and

47. monitoring and review of the supply vendor performance to ensure compliance with specifications and contract conditions for a particular good or service.

### **48. DISPOSAL MANAGEMENT**

1. The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to section 14 of the Act, are as follows:

- (a) Movable assets:

- (i) the asset is uneconomical to repair;
- (ii) the asset is irreparable;
- (iii) the relevant department has no further use for the asset; and
- (iv) no other department requires the asset.

- (b) Immovable assets:

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- (i) the relevant department has no further use for the asset;
- (ii) no other department requires the asset;
- (iii) a member of the public wishing to acquire the asset can utilize the asset to the advantage of the community; and
- (iv) where created specifically for sale or rental to public.

2. The disposal of assets must:

(a) be by one of the following methods:

- (i) transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
- (ii) transferring the asset to another organ of state at market related value or, when appropriate for a lesser amount or free of charge;
- (iii) selling the asset; or
- (iv) destroying the asset.

(b) provided that:

- (i) immovable assets may be sold at not less than market related prices except when the public interest or the plight of the poor demands otherwise, by means of public tenders, public auction or over the counter on a first come first serve basis;
- (ii) movable assets may be sold either by way of written price quotations, public tenders, public auction whichever is the most advantageous;
- (iii) in the case of the free disposal of computer equipment, the provincial department of education must first be approached to indicate within thirty (30) days whether any of the local schools are interested in the equipment; and
- (iv) in the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic;

(c) furthermore ensure that:

- (i) immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise; and
- (ii) all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed.

(d) ensure that where assets are traded in for other assets, the highest possible trade-in price is negotiated.

3. The alienation of immovable assets are subject to the following

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principles:

(a) payment of the purchase price and costs:

- (i) The purchaser of immovable property can elect the following two methods of payment:
  - (aa) Cash payment of the full purchase price and all estimated costs pertaining to the transaction upon signature of the Deed of Sale, of which 10% of the purchase will be retained as "rauwkoop" should the property not be transferred to the purchasers name within a period of hundred and eighty (180). Failure to register, the Deed of Sale be cancelled.
  - (bb) An acceptable bank guarantee for the purchase price upon signature of the Deed of Sale of which 10% of the purchase will be retained as "rauwkoop" should the property not be transferred to the purchasers name within a period of hundred and fifty (150) days. Failure to register, the purchaser be granted another thirty (30) days to pay the full purchase price in cash, otherwise the Deed of Sale will be cancelled.
- (ii) All costs (advertising, rezoning, obtaining of a valuation, etc.) pertaining to the transaction shall be borne by the purchaser. The purchaser will deposit an amount equal to an estimate of the total cost to secure his obligations in this regard and undertake to pay any unforeseen excess costs. The municipality will be liable to refund the balance of the unexpended costs, should the alienation not be finalised within a reasonable time or within the time limit referred to in the bidder document or deed of sale, or should the actual deposit be less than the expenditure occurred, the purchaser shall pay the outstanding costs;

(b) Standard conditions pertaining to serviced stands within proclaimed townships:

- (i) The purchaser shall commence with the development of the property within thirty six (36) months after the date of transfer and shall complete the development within eighteen (18) months thereafter.
- (ii) Should the purchaser fail to commence with or complete the development as stipulated in (ii) above the deed of sale shall be cancelled the property revert to the municipality and be transferred back to the municipality.
- (iii) Should the property revert to the municipality, the municipality shall refund to the purchaser an amount equal to the amount paid by the purchaser in respect of the purchase price, less the

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than amount and all costs attached to the retransfer of the property into the name of the municipality, which costs shall be for the account of the purchaser. The municipality will only compensate the purchaser for any improvements erected on the property after the property has been resold to another purchaser and the purchase price and evaluated value of the improvements have been paid by the new purchaser.

- (iv) In order to comply with the requirements of the Deeds Office as set out in Circular No. 152 dated 3 July 1997 by the Registrar of Deeds, the above conditions imposed shall not be embodied in the Title Deed to be issued to the purchaser, but instead the following conditions shall be inserted in such deed *"The property shall not be transferred without the written approval of the Thembisile Hani Local Municipality"*.

These conditions shall be removed from the title deed upon transfer from the original purchaser to a subsequent owner upon proof that all the conditions in terms of the contract have been complied with.

#### 49. **RISK MANAGEMENT**

1. The criteria for the identification, consideration and avoidance of potential risks in the supply chain management system, are as follows:
  - (a) non compliance by the supplier to deliver within the agreed timeframes;
  - (b) supply of inferior goods or services by the supplier;
  - (c) inability of the supplier to provide goods or services as ordered;
  - (d) non adherence to the municipality policy with regards to utilization of preferred suppliers; and
  - (e) procurement of goods or services at prices or of a quality not in the best interest of the municipality.
2. Risk management must include:
  - (a) the identification of risks on a case-by-case basis;
  - (b) the allocation of risks to the party best suited to manage such risks;
  - (c) acceptance of the cost of the risk where the cost of transferring the risk is greater than that of retaining it;

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- (d) the management of risks in a pro-active manner and the provision of adequate cover for residual risks; and
3. the assignment of relative risks to the contracting parties through clear and unambiguous contract documentation

**50. PERFORMANCE MANAGEMENT**

The accounting officer must ensure that an effective internal monitoring system is implemented in order to determine, on the basis of a retrospective analysis, whether the authorised supply chain management processes were followed and whether the measurable performance objectives linked to and approved with the budget and the service delivery and budget implementation plan, were achieved

**PART 4 OTHER MATTERS**

**51. PROHIBITION ON AWARDS TO PERSONS WHOSE TAX MATTERS ARE NOT IN ORDER**

1. The accounting officer must ensure that, irrespective of the procurement process followed, no award above R30 000,00 is given to a person whose tax matters have not been declared by the South African Revenue Service to be in order.
2. Before making an award to a provider or bidder, a tax clearance certificate from SARS must first be provided as contemplated in paragraph 13(a)(iv).

**52. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE**

The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person:

- (a) who is in the service of the state; or
- (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) a person who is an advisor or consultant contracted with the municipality.

**53. AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF**

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## **THE STATE**

The notes to the annual financial statements must disclose particulars of any award of more than R2 000,00 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve (12) months, including:

- (a) the name of that person;
- (b) the capacity in which that person is in the service of the state; and
- (c) the amount of the award.

## **54. ETHICAL STANDARDS**

1. A code of ethical standards is hereby established, in accordance with subparagraph (2), for officials and other role players in the supply chain management system in order to promote:
  - (a) mutual trust and respect; and
  - (b) an environment where business can be conducted with integrity and in a fair and reasonable manner.
2. An official or other role player involved in the implementation of the supply chain management policy:
  - (a) must treat all providers and potential providers equitably;
  - (b) may not use his or her position for private gain or to improperly benefit another person;
  - (c) may not accept any reward, gift, favour, hospitality or other benefit directly or indirectly, including to any close family member, partner or associate of that person, of a value more than R350,00;
  - (d) notwithstanding subparagraph (2)(c), must declare to the accounting officer details of any reward, gift, favour, hospitality or other benefit promised, offered or granted to that person or to any close family member, partner or associate of that person;
  - (e) must declare to the accounting officer details of any private or business interest which that person, or any close family member, partner or associate, may have in any proposed procurement or disposal process of, or in any award of a contract by, the municipality;
  - (f) must immediately withdraw from participating in any manner

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whatsoever in a procurement or disposal process or in the award of a contract in which that person, or any close family member, partner or associate, has any private or business interest;

- (g) must be scrupulous in his or her use of property belonging to the municipality;
- (h) must assist the accounting officer in combating fraud, corruption, favouritism and unfair and irregular practices in the supply chain management system; and
- (i) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including:
  - (i) any alleged fraud, corruption, favouritism or unfair conduct;
  - (ii) any alleged contravention of paragraph 54(1) of this policy; or
  - (iii) any alleged breach of this code of ethical standards.

3. Declarations in terms of subparagraphs (2)(d) and (e):

- (a) must be recorded in a register which the accounting officer must keep for this purpose;
- (b) by the accounting officer must be made to the mayor of the municipality who must ensure that such declarations are recorded in the register.

4. The National Treasury's code of conduct must also be taken into account by supply chain management practitioners and other role players involved in supply chain management.

5. A breach of the code of conduct adopted by the municipality must be dealt with in accordance with schedule 2 of the Local Government: Municipal Systems Act, 2000.

**55. INDUCEMENTS, REWARDS, GIFTS AND FAVOURS TO MUNICIPALITIES, OFFICIALS AND OTHER ROLE PLAYERS**

- 1. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representative or intermediary promise, offer or grant:
  - (a) any inducement or reward to the municipality for or in connection with the award of a contract; or

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- (i) any reward, gift, favour or hospitality to:
  - (ii) any official; or
  - (iii) any other role player involved in the implementation of the supply chain management policy.
- 2. The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- 3. Subparagraph (1) does not apply to gifts less than R350,00 in value.

#### 56. **SPONSORSHIPS**

The accounting officer must promptly disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted, whether directly or through a representative or intermediary, by any person who is:

- (a) a provider or prospective provider of goods or services; or
- (b) a recipient or prospective recipient of goods disposed or to be disposed.

#### 57. **OBJECTIONS AND COMPLAINTS**

Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

#### 58. **RESOLUTION OF DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES**

- 1. The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes:
  - (a) to assist in the resolution of disputes between the municipality and other persons regarding -
    - (i) any decisions or actions taken in the implementation of the supply chain management system; or
  - (b) any matter arising from a contract awarded in the course of the supply chain management system; or to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- 2. The accounting officer, or another official designated by the accounting officer, is

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responsible for assisting the appointed person to perform his or her functions effectively.

3. The person appointed must:

- (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
- (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.

4. A dispute, objection, complaint or query may be referred to the relevant provincial treasury if:

- (a) the dispute, objection, complaint or query is not resolved within sixty (60) days; or
- (b) no response is forthcoming within sixty (60) days.

5. If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

6. This paragraph must not be read as affecting a person's rights to approach a court at any time.

#### **59. CONTRACTS PROVIDING FOR COMPENSATION BASED ON TURNOVER**

If a service provider acts on behalf of a municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipality must stipulate:

- (a) a cap on the compensation payable to the service provider; and
- (b) that such compensation must be performance based.

#### **60. CANCELLATION OF CONTRACTS**

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1. Contracts may only be terminated in accordance with the termination provisions set out in the contract. Legal advice may be sought as appropriate.
2. Cancellation of bid or the cancellation of contracts, where applicable. Particulars are to include the reason for the cancellation, the date of approval, the name and rank of the person/body that granted the approval and the delegation number.
3. As an alternative, a fresh contract may be concluded through the normal bid procedures. In this process, account must be taken of the time elapsed between the closing of a bid and the cancellation of the contract and the effect of the cancellation on the municipality' schedules.
4. The municipality must cancel a contract awarded to a supplier of goods of services: If the supplier committed any proven corrupt or fraudulent act during the bidding process or the execution of that contract. If any official or other role player committed any proven corrupt or fraudulent act during the bidding process or the execution of that contract that benefited the supplier. Contract termination may be effected if allowed for in the contractual conditions and if both parties agree to the termination in writing.
5. Contract termination required by the municipality due to non-rectified breach of contract or corruption, shall always be initiated by the SCM Unit in consultation with the user division and legal assistance where required. The SCM Unit shall forward a notice of termination to the contractor and the user division must be kept informed of the actions taken. If the contractor does not agree with the termination, the case must be handed over to legal assistance. Termination of a contract is usually detrimental to the municipality. Therefore serious thought must be given to the grounds for considering termination.
6. Clarity must be reached beforehand on the question of whether the contractor

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will have a claim against the municipality or not, and if so, whether termination can be justified. If termination is decided upon, the matter must be explained fully in a memorandum to the Accounting Officer and the following must be addressed:

- Indicate the arrangements to be made for completing the contract.
- Indicate whether additional costs will be recovered from the contractor.

**61. CONTRACT ASSESSMENT/UNSATISFACTORY PERFORMANCE:**

1. The municipality must accept price reductions after award of a contract where this is advantageous to the municipality, unless the acceptance of the price reduction amounts to breach of contract. The municipality should continuously communicate unsatisfactory performance to contractors in writing compelling the contractor to perform according to the contract and thus to rectify or to restrain from unacceptable actions.
2. Unsatisfactory performance occurs when performance is not in accordance with the contractual conditions. The user division must timely identify unsatisfactory performance in terms of the contract. The SCM Unit must, in consultation with the user division and legal assistance if required, bring unsatisfactory performance to the attention of the contractor in writing. Also apply the audi alteram partem rule in the management of unsatisfactory performance. The SCM Unit shall give notice to the contractor of action to be taken in line with the contract due to non-performance.
3. If the performance is not rectified, the user division must inform the SCM Unit of this fact. Before action is taken in terms of the GCC or any other special contract condition applicable, the municipality must warn the contractor by registered mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time.
4. If the contractor still does not perform satisfactorily despite a final warning, the

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municipality may make a recommendation to the Accounting Officer or the delegated authority for the appropriate penalties to be introduced or make a recommendation to the Accounting Officer for the cancellation of the contract concerned. When correspondence is addressed to the contractor, reference must be made to the contract number, the item number and the number and date of any relevant invoice, statement or letter received from the contractor.

5. Before action due to late delivery is instituted against a contractor who has offered a firm delivery period, the circumstances under which the late delivery took place must be investigated. There may be valid reasons for the late delivery, which are beyond the control of the contractor, in which case action cannot be taken summarily against the contractor.
6. Penalties are not intended as a source of income for the municipality, but serve as an incentive to the contractor to perform within the contractual conditions. Where an unreasonable delay occurs, the municipality must address a written warning to the contractor by registered mail, setting a cut-off date (usually three weeks from date of warning) and warn him that the penalty clause will be applied if the order is not executed before the cut-off date. If he does not heed the warning, the penalty clause must be applied and the action reported to the Accounting Office

## 62. SUBCONTRACTOR DEVELOPMENT

1. Subcontracting as a condition of tender for procurement above R30 million.
2. **The Preferential Procurement Regulation 19 (1) states that if feasible to contract above R 30 million, an organ of state must apply subcontracting to advance designated groups”.**
3. The term “feasible” is used in recognition of the fact that it may not always be possible to subcontract in all tenders due to the nature of some tenders. (For instance it may not be possible to sub-contract one piece of machinery that is above R 30 million).
4. THLM must therefore identify procurement opportunities for designated groups

Tenderer

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where compulsory sub-contracting must be applied to all contracts/ projects above R30 million.

- a) With reference to contracts/ projects below R30 million, the breakdown will be applicable;
- i. R 0.00 – R 5 000 000.00 = No sub construction
  - ii. R 5 000 000.00 – R 10 000 000.00 = 7.5%
  - iii. R 10 000 000.00 – R 15 000 000.00 = 10%
  - iv. R 15 000 000.00 – R 20 000 000.00 = 15%
  - v. R 20 000 000.00 – R 25 000 000.00 = 20%
  - vi. R 25 000 000.00 – R 29 999 999.00 = 25%
- b) With reference to contracts/ projects above R30 million, subcontracting will be applicable as per gazette legislation below;
- i. In terms of PPR 9(1)  
If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated group.  
  
Note:  
(a) Feasibility should be assessed whether it is practical to subcontract in view of the nature of the services or goods required.  
(b) For example if the organ of state procure specific equipment from abroad, it is not feasible to subcontract  
(c) Another example if the organ of state appoints a contractor to build road or office building, it is feasible to subcontract
  - ii. R 30 000 000.00 and above = 1 preferred Sub Contractor from local contractors database responsible to subcontract as per the above minimum threshold (a, b,c,d, e) depending on actual value of 30% allocated as per preferred sub contracting amount.

(i.e) The Main contract appointed at R30 000 000.00 project value and allocated preferred subcontractor is 30% (R9 000 000) which fall within category 6. (a) R 5 000 000.00 – R 10 000 000.00 = 4 Sub Contractors (3 x Grade 1 and 1 x Grade 2).

Which will the mean 1 preferred Main Sub Contractor and 4 Sub-sub contractors

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5. The responsibility to determine whether it is feasible or not rests with THLM as the preparers of the tender. THLM must ensure participation of EMEs and QSEs in contracts or projects and not just dismiss this provision on the basis that it is not feasible without providing facts and objective analysis to substantiate their decision.
6. Allocation of subcontractors per percentage component (CE and GB):
  - a) R 5 100 000.00 – R 10 000 000.00 = 2 Sub Contractors (2x Grade 1 )
  - b) R 10 000 000.00 – R 15 000 000.00 = 4 Sub Contractors (3 x Grade 1 and 1 x Grade 2)
  - c) R 15 000 000.00 – R 20 000 000.00 = 6 Sub Contractors (4 x Grade 1 and 2 x Grade 2)
  - d) R 20 000 000.00 – R 25 000 000.00 = 8 Sub Contractors (6 x Grade 1 and 2 x Grade 2)
  - e) R 25 000 000.00 – R 29 999 999.00 = 10 Sub Constructors (8 x Grade 1 and 2 x Grade 2)
7. Sub construction tenders must be advertised by the main contractor as per section 6 with a condition that tenderers who fail to comply with this requirement would be disqualified. The requirement is sub-divided into two components which are the pre-qualification stage and the pricing stage as detailed below:
  - a) Stage 1 – Pre-qualification stage - CIBD certificate, company registration certificate, tax verification pin certificate, municipal account, CSD document, BBBEE and company profile
  - b) .Stage 2 – Pricing stage – pricing of bill of quantities.
  - c) For responsive tenderers to be considered for final evaluation, they must have satisfied/ met the requirements of Stage 1. Stage 2 entails the submission of bill of quantities which will have been issued by
  - d) Timelines for the stages:
    - i. Stage 1 – Advert to be issued by the main contractor for a briefing session, and tenders to close 5 days after the date of briefing.
    - ii. Stage 2 – Bill of quantities to be issued 5 days after closure of the pre-qualification documents. Five days is to allow the main contractor to conduct evaluation of the pre-qualification documents. Stage 2 documents

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to close 3 days after bill of quantities will have been issued.

e) Final evaluation:

- i. Final evaluation to be conducted taking the BBBEE certificate and lowest price into account, and responsive bidder shall be ranked in order of points (descending) they scored.
  - ii. A 60:40 ratio will be used for the final selection of responsive bidders, with 60% preference allocated to locals of that particular Ward where the project is implemented, and 40% allocated to locals within other Wards of Thembisile Hani Local Municipality.
8. Only Grade 1 – 3 CE and GB Contractors will be eligible for Sub Construction opportunities, and Contractors (companies) are to be appointed in only one project/ contract per financial year.
  9. THLM must conduct a market or industry research to identify level of transformation in the sector or commodity, role players and their B-BBEE status level and availability of EMEs or QSEs who may be eligible for subcontracting.
  10. The CSD has been upgraded to allow bidders/ contractors/ suppliers access to CSD for identification of potential sub-contractors from the pool of EMEs or QSEs to advance designated groups.
  11. Sub-contractors in the case of construction and built environment sectors, will be form the municipal database developed for sub-construction
  12. The responsibility for inclusion of compulsory subcontracting clause in the tender rests with THLM.
  13. The contract will be concluded between the main contractor and the institution, therefore, the main contractor and not the sub-contractor would be held liable for performance in terms of its contractual obligations.
  14. Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.

**63. SUMMARY OF AUTHORITY OF PROCUREMENT POWERS OF FUNCTIONARIES**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Functionary	Purchasing power	Process
Bid Adjudication Committee	Over R200 000.00	Public tenders
Municipal Manager	Over R200 000.00	Public tender
Chief Financial Officer	R0 up to R200 000.00	Purchases over R30 000.00 up to R200 000.00: At least 3 written quotations and advertisement for 7 days on the local notice boards and municipal website  Purchases up to R 2 000.00: At least one written quotation.  Purchases over R 2 000.00:At least 3 written quotations
Manager :SCM	R0 up to 100 000.00	Purchases over R30 000.00 up to R100 000.00: At least 3 written quotations and advertisement for 7 days on the local notice boards and municipal website  Purchases up to R 2000.00: At least one written quotation.  Purchases over R 2000.00:At least 3 written quotations
Managers (Dept. Heads)	Up to R 2000.00	Authorisation of requisitions from R0 up to R200 000.00 Tender Appointment from 0-above
Head of Department / Chief Financial Officer	Up to R500.00	Purchases up to R500.00 is made either through the Petty Cash system or through the authority of the Departmental Head
Head of Department , Chief Financial Officer, and Accounting officer	R 0 up to 5000 000.00	Deviations

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Witness 2

Employer

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## ANNEXURE 2

### Covid-19 OHS SPECIFICATIONS FOR THE UPGRADING OF KWAGGAFONTEIN STADIUM-WARDS 25 AND 26

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

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*Witness 2*



## 1. CORONAVIRUS (COVID-19) OUTBREAK

### 1.1 Introduction

**Thembisile Hani Local Municipality** is taking the health and safety of the employees very seriously, with the spread of the coronavirus or “COVID-19,” a respiratory disease caused by the SARS-CoV-2 virus; the Company must remain vigilant in mitigating the outbreak. The Company is a proud part of the construction industry, which many have deemed “essential” during this Declared National Emergency. In order to be safe and maintain operations, we have developed this COVID-19 OHS Specifications to be implemented by **the contractor**, to the extent feasible and appropriate, throughout the Jobsite and to assist the OHS Officer to compile OHS Plan which will include prevention and work practice controls.

The regulations seek to ensure that we, as a country, implement appropriate measures to contain the outbreak of COVID-19. These measures have far-reaching implications for employers.

On the 15<sup>th</sup> of March 2020, the Minister of Co-Operative Governance and Traditional Affairs, designated under Section 3 of the Disaster Management Act, 2002 (Act No. 57 of 2002), published in Government Gazette No. 43096 the Regulations, setting out the necessary steps to prevent an escalation of the disaster or to alleviate, contain and minimise the effects of the disaster.

In addition, the Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to COVID-19.

The Department wishes to appeal to employers who have not prepared for pandemic events to prepare themselves and their workers as far as in advance as possible of potentially worsening outbreak conditions. The Department advises employers to go back to basics by conducting hazard identification and risk assessment to determine the level of risk exposure and communicate to all workers.

On the 09<sup>th</sup> of March 2020, the Department of Employment and Labour identified that Corona Virus infections had spread to eight new countries – increasing to 102 countries affected worldwide.

International human rights law guarantees everyone the right to the highest attainable standard of health and obligates governments to take steps to prevent threats to public health and to provide medical care to those who need it. Human rights law also recognizes the context of serious public health threats and public emergencies.

### 1.2 Applicable Legislation and Guidelines

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Witness 2

Employer

Witness 1

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- Occupational Health and Safety Act No. 85 of 1993 and Regulations (as Amended in 2014)
- Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
- National Disaster Management Act No 57 of 2002 and COVID-19 Regulations
- Department of Employment and Labour: Covid-19 Guideline
- World Health Organisation (WHO)
- National Institute for Communicable Diseases (NICD) (South Africa)
- Centre for Disease Control and Prevention (CDC)

### 1.3 Purpose of the COVID-19 Occupational Health and Safety Specification

At this time, it is necessary for Contractors to implement a policy and protocol to manage COVID-19 in the workplace and on site.

Employers need to remain alert and flexible as this issue continues to develop. Contractors who are proactive and forward-thinking in terms of their plans for business continuity will ensure that they contain, as far as possible, any negative impact on their businesses, and spread of the virus to their employees.

The COVID-19 is an addendum to the Health and Safety Specification issued as a guideline to the Contractor, to understand the virus, to implement his policies, plans and procedures,

as precautionary and vital measures on his project, and in his workplace, to ensure that the Corona Virus is not contaminated and / or spread amongst his, not limited to, workplace and employees.

**For this purpose, this Covid-19 Health and Safety Specification, but not limited to, requires the contractor to use it to plan, identify, compile and implement a Covid-19 plan.**

No advice, approval of any document required by the Project Specific Health and Safety Specification (PSHSS), such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that

absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with this Covid-19 PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance and Health levels.

The PSHSS **highlights the aspects** to be considered, over and above the minimum requirements of current guidelines and regulations set -out by legislature, governance and organisations as listed in the applicable legislations and guidelines above.

Requirements may be changed should new risks or issues are identified, or proposed.

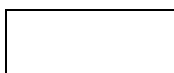
The implementation of the proposed contingency plan shall remain at review continuously, since it is an outbreak of a virus still under scientific scrutiny, and each case (of infection, symptoms or outbreak) is dealt with individually



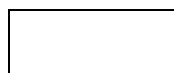
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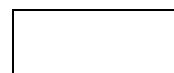
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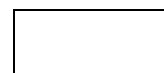
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and/ or independently.

Any new legislation or standards that are promulgated or accepted during the contract is automatically applied to your contract and/ or project.

#### 1.4 Rights, Roles & Responsibilities in Occupational Health & Safety

The Contractor is expected to incorporate a **Care/Support Team for Covid-19** to maintain his Covid-19 plan implementation. Whilst the 16.1 remains responsible at all times, the President of South Africa, has mandated every citizen to maintain diligence and cautious precautionary measures to “flatten the curve” of the outbreak.

On these projects, it is expected that the 16.1, 16.2, safety officer, first aider, construction work supervisor, emergency coordinator, SHE representatives and construction managers etc. would make up this team and they should be included in the compilation of the Covid-19 plan, and the **Health and Safety Organogram** extended to include the Covid-19 Reaction/Support Team.

Every worker / Team member is identified at the front line of any outbreak response and as such are exposed to hazards that put them at risk of infection with an outbreak pathogen (in this case COVID-19).

Hazards include pathogen exposure, long working hours, psychological distress, fatigue, occupational burnout, stigma, physical and psychological violence.


This document highlights the rights and responsibilities of all workers, including specific measures needed to protect occupational safety and health.


The mandate of these role-players is crucial, and the initial Health & Safety Specification, Contractors Plan should be taken into consideration when putting this team together and identifying role-playing, planning and procedures etc.


The information relative to the scope of the project, the works etc. are to be considered when further instituting roles and responsibilities.


There shall be no contradictory appointments to the appointments already in place, and no infringement of anyone's willingness or right to not participate, unless otherwise it is a “normal” requirement of the Employer to place such employee under such t it le/s.


No work may commence without written approval of the Health and Safety COVID-19 plan by the client and/or SHE Agent.


  
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## 2. HEALTH & SAFETY PLAN & IMPLEMENTATION REQUIREMENTS

### 2.1 Information

The following requirements, but not limited to, are required to be considered, inclusive, part-planning and identification in the Contractor Covid-19 Health and Safety plan.

**The Contractor is expected to add an addendum to his Health & Safety Plan, considering and outlying the following factors, and submit for approval.**

Whilst this is a “new” virus and outbreak, it is expected that research is done (where necessary) and normal health management protocols are applied.

**The Guideline from the Department of Employment and Labour refers:**

*“For employers who have already planned for influenza out breaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of respiratory infections (i.e., compared to influenza virus out breaks).”*

### 2.2 COVID-19 POLICY

A Covid-19 Company / Site Policy is required **including the objectives** per the Health and Safety Act and Regulations 85 of 1993.

**Refer:** Section 7 of the Health & Safety Act and Regulations 85 of 1993 (under Construction Regulations, as amended in 2014).

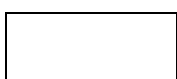
### 2.3 Reporting to work / Engagement in the COVID-19 Pandemic

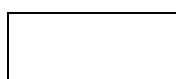
The outbreak focuses on a need for Employers / Contractors to implement certain controls for/when employees report to work and engage with works or each other.

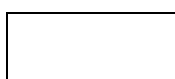
Particular measures should be put into place and or considered where possible:

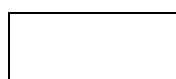
**These measures should include / consider:**

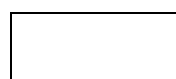
- Engineering Controls / Alternatives
- Administrative Controls / Alternatives
- Safe Work Procedures
- Quantity of Employee Controls per activity or engagement
- Personal Protective Equipment (PPE)
- Risk Level identification.

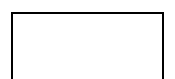
  
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Witness 2

  
Employer

  
Witness 1

  
Witness 2



**Some of the controls would include alternatives or consider:**

- Screening employees for risk or symptoms
- Educating employees and offering awareness or informative training (on the coronavirus)
- Isolating employees
- Isolating employees from hazardous risk areas
- Ensuring good and proper hygiene controls
- Ensuring good and proper ventilation and access to sufficient ventilation equipment
- Allowing administration to be done off-site (where technical and practically just)
- Planning and scheduling activities in such a way to minimise teams amalgamating (bricklaying vs general labour) in particular area etc. i.e. minimizing the number of workers on site at any given time e.g. rotation or shift work.

**2.4 Role Players to COVID-19 Policy and Plan of Contractor With reference to item 1.3:**

The Contractor should establish a care/support team which can handle the process of cross contamination and infection on-site. The team should also be available / referred for answering workers' concerns and communicating accurate media updates etc. With employees, site visitors and others coming to site from unknown origins, it is imperative that the Covid-19 plan is drafted with the identification of the care/support individuals to form this team, as these individuals will be required to avail themselves, as per the procedure put into place.

The role-players will be expected to attend to all who report to site on arrival, make decisions

to allow such individuals to proceed onto site, make decisions on those who are deemed a potential risk, identify and make decisions on those who are high risk, call upon, intervene and drive the procedure to those who are at risk or potentially-infected towards healthcare, testing and prognosis.

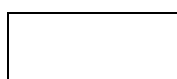
The role-players will also be expected to deal with issues of resources, and maintaining of resources, e.g. using a glove, then re-using a glove is not permitted. Using a glove then taking off a hand where the hand is bare and infecting then the hand is also not correct.

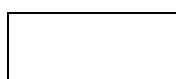
All these controls need monitoring by role-players.

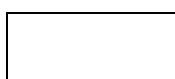
**The organogram must be re-defined and submitted, and include appointment letters for such.**

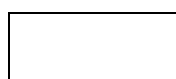
**2.5 Risk Assessment & Risk Assessment Reviews**

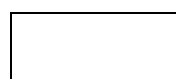
In all Health and Safety Protocols – Risk Analysis is key. Compiling the Covid-19 plan requires that employers and workers should use this planning guidance to help identify risk levels in workplace settings and to determine any appropriate control measures to implement.

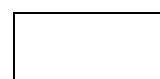
  
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Employer

  
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Planning for COVID-19 involves updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of respiratory infections (i.e., compared to influenza virus outbreaks)

**Covid-19 measures require that a revised risk assessment is compiled and inclusive of:**

- Hazard
- Risk
- Risk to Health
- Risk to Safety
- Precautionary / Prevention Measures
- PPE listed inclusive referred in Precautionary Measures
- Risk Rating / Residual Risk

**The contractor is to identify and pre-determine the risks or potential risk exposure to this project and thereafter deep the hazards and risks. In other words, the risk assessment should be more site-specific than global- specific.**

***The Department of Employment and Labour Guidelines also refers:***

*"The Department advises employers to "go back to basics" by conducting hazard identification and risk assessment to determine the level of risk exposure and communicate to all workers".*

*Remember: In determining your Hazards, Risks and Control Measures – you need to achieve:*

**Reduce and omit infection of the Corona Virus by:**


- Not spreading the Virus
- Not cross-contaminating
- Proper, Real and **Stringent** Hygiene Practices
- Proper, sufficient and correct supply, use and disposal of PPE
- Good Health Practices at home
- Sufficient, Clean and Adequate water and sanitary


Hazards include pathogen exposure, long working hours, psychological distress, fatigue, occupational burnout, stigma, and physical and psychological violence.


## **2.6 Health Management and Medicals**


**Health Management** is crucial for the Covid-19 Disease Maintenance and Management.


Contractors must assume overall responsibility to ensure that all necessary preventive and protective measures


  
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Employer

  
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are taken to minimize Occupational Health and Safety risks.

Contractors are to include in their Systems, at least the following, in their **Health Management Protocol** the Covid-19 Health and Safety Plan addendum:

- Screening Process
- Isolation and Management Process (in the event of suspected or infected cases)
- Provide information, instruction and training on Occupational Hygiene and Management;
- Refresher Training on infection and contamination prevention and control (IPC); and Use, Putting on,
- Taking off and disposal of correct and identified personal protective equipment (PPE); provide adequate IPC and PPE supplies (masks, gloves, goggles, gowns, hand sanitizer, soap, water and cleaning supplies) in sufficient quantity to healthcare or other staff caring for suspected or confirmed
- Taking consideration of social distancing of or at least 1,5m to 2 m
- Communicate health risks
- Identify a procedure for maintaining health and hygiene practices
- Monitoring and Reviewing of Health Status' of all employees daily

Health Management includes the workplace and not only the workforce. There are certain areas that shall need disinfectant or to be hygienically maintained, e.g. high-trafficked areas, areas where food and gatherings take place (lunch facilities) etc.

International human rights law guarantees everyone the right to the highest attainable standard of health and obligates governments to take steps to prevent threats to public health and to provide medical care to those who need it .

### Medical Surveillance Programme

- Whilst the OHS Construction Regulations 7(g) refers to The Contractor ensuring that all employees are fit to the specific work they perform, the Covid-19 outbreak, is identified as a threat to all on-site, and would deem any person who is infected or potentially infected, with the Corona Virus incompetent.
- Therefore, after a global outbreak, and a National Lockdown, it is required that **all employees** including management would have to undergo a Medical fitness test in relation with Covid-19 and a Certificate of Fitness must be in place prior to resume or commence works on site.
- The Medical Surveillance programme for Covid-19 is hereby set as follows: For this Project

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Witness 1

Witness 2

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- 261** If there is an **Occupational Medical Examination (Annexure 3)** for the employee dated within 2020, and the employee had NO-FLU LIKE symptoms, DID NOT visit the clinic, doctor or hospital at all since Lockdown, and still does not have any symptoms (upon screening), then a General Practitioner (GP) Certificate of Fitness will be accepted.
- 262** If there is **NO Occupational Medical Examination (Annexure 3)** for the employee for **this Project**, then an Annexure 3 Occupational Medical Practitioner (OMP), Annexure 3 Certificate of Fitness is required.
- 263** If there is an **Occupational Medical Examination (Annexure 3)** for the employee dated within 2020, and the employee **had flu like symptoms, visited the clinic, doctor or hospital just before, during and currently after lockdown**, then an Annexure 3 is renewed Annexure 3 is required from the OMP\*.

\*It may be that the OMP also requires a letter from the GP – It is not guaranteed.

## **2.7 Personal Protective Equipment(PPE)**

As a normal part of Health and Safety Systems, it is a known factor that PPE is a key to the prevention of most Injuries, Accidents, Diseases, Contaminations and Incidents. The Covid-19 outbreak proves this again.

Personal Protective Equipment (PPE) – while engineering and administrative controls are considered more effective in minimizing exposure to SARS-CoV-2; PPE is also needed to prevent exposures, contamination and cross-contamination.

**The PPE identification and Resource requirements** should be identified and proven in the Hazard Identification and Risk Assessment (HIRA) per clause 2.5.

Although the HIRA may not conclude all the PPE, the Contractor is also to determine the same from all the requirements herein listed in the Covid-19 Health and Safety Specification.

Examples of PPE include: gloves, goggles, face shields, face masks, gowns, aprons, coats, overalls, hair and shoe covers and respiratory protection, Hand Soap, Hand Sanitizer, No-

touch Disposal / Waste Bins for Contaminated Waste only etc.

Employers should check the NICD website regularly for updates about recommended PPE, and should also include **Health and Safety Signage and display notices**, where required.

A register including the PPE for Covid-19 (not on the usual PPE Register) should be submitted with the Covid-19 Health and Safety Plan addendum.

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Witness 1

Witness 2

Employer

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## 2.8 First Aid/Health Care/ Emergency Contingency Planning

A First Aider is deemed competent in identifying symptoms or reactions that the Coronavirus would portray, whilst each individual case, is different.

The First Aider is therefore expected to be included in the Support/Reaction Team as noted in 1.3 and 2.4.

The First Aider / Support Team should therefore be diligent and even-more cautious to prevent and ensure no cross contamination, and no infection on-site even when applying First aid for another cause.

Whether acting as a First Aider, or a member of the Support Team, all Emergency Contingency planning should consider at least:


- Follow established Occupational Health and Safety procedures, avoid exposing others to health and safety risks and ensure participation in Employer-provided Occupational Health and Safety training;
- Stringent Hygiene Practice;
- Use provided protocols to assess and treat patients;
- Treat patients with respect, compassion and dignity;
- Maintain patient confidentiality;
- Swiftly follow established public health reporting procedures of suspect and confirmed cases;
- Identify Call Centre and External Emergency Services for Covid-19
- Provide or reinforce accurate infection prevention, control and public health information, including to concerned people who have neither symptoms nor risk (i.e. other employees)
  
- Use and Disposal of personal protective equipment properly;
- Self-monitor for signs of illness and self-isolate or report illness to managers, if it occurs;
- advise management if they are experiencing signs of undue stress or mental health challenges that require support interventions; and
- Report to Construction Manager or appointed person any situation which they have reasonable justification to believe presents an imminent and serious danger to life or health.


**The Following, but not limited to, will be required, and expected to be Displayed, and with Key Personnel:**


- An isolation area / space / facility on-site including the Disinfecting


Management of this Facility **On-Site**;


- External Emergency Contacts List of Facilities identified for Covid-19 Management;
- Call Centre Contacts Lists Information for the Corona virus (Covid-19) 24- Hour Hotline No.: 0800 029


  
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Witness 2

  
Employer

  
Witness 1

  
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999, Corona virus (Covid-19) WhatsApp No.: 0600 123 456, Local Mpumalanga Province, WHO, NICD, Local Department of Labour, CDC etc.

- Emergency Plan to deal with Covid-19 screening, infection, contamination including the process of all employees when one is found to be infected (its deemed an emergency).
- Inclusion of PPE Resource Plan in the Covid-19 Emergency Plan.

## 2.9 Training and Awareness

Training and Awareness of the Covid-19 Addendum to your approved Health and Safety Plan is crucial, and part of the Implementation of the Contractors System.

Employees need to be informed and education with accurate information. Knowledge is Power.

The Contractor is to outline Safe Work Procedures pertaining to the compiled system to manage and alleviate the Covid-19 disease.

- What is Covid-19 and Disease Information
- Role Players
- Hazards and Risks to Covid-19
- Hygiene Management and Practice
- Infection Prevention and Control (IPC) measures
- Safe Working Systems (working apart etc)
- Emergency Protocols
- PPE Use and Disposal
- Employee Benefits or Non-Benefits (Remuneration, UIF Claims, Compensation Claims, etc.) Zero-Tolerance Policies towards workplace violence and harassment, etc...

The **Contractors manual or safe work procedure sheets** inclusive, but not limited to, the above should be attached to the Covid-19 plan.

## 2.10 Reporting, Recording and Document System of COVID-Plan

The Contractor is required to record all systems implemented, controlled and handled. The Contractor shall record all screening processes, hygiene maintenance, medical reports, suspected and infected cases etc.

The Contractor shall amend, where applicable, and add, where applicable, suitably designed registers for the additional systems, protocols and resources needed to be recorded.

The contractor shall include **Covid-19 matters in his monthly report** including statistics.

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Witness 2

Employer

Witness 1

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## 2.11 Sub-Contractor / Supplier Management

The Contractor is to review his Sub-Contractor Management plan, and sub-contractor plans.

The Contractor shall ensure that his Sub-contractors and suppliers have sufficient systems on their own part to address items within this Health & Safety Covid-19 Specification, and to ensure that they do not contaminate or infect employees or facilities at this project.

The Health and Safety Officer, who is deemed to be part of the support team, should ensure that all necessary protocols are followed, and that the Principal Contractor and Sub Contractor's and/ or Suppliers do not contradict his own protocols and plans to control, manage and handle Covid-19. The Contractor is to produce evidence of the same.

## 2.12 Occupational Diseases (Reporting and Recording)

Whilst Covid-19 is not an Occupational Disease, it can be contracted at the workplace. The President has identified that the Compensation Fund will make available funding to accommodate claims of Covid-19 infection. The Contractor must identify his Procedure to identify Contraction / Contamination on-site (on duty), and his claims procedure.

The Contractor shall include the Contact Details of the Limpopo Rapid Response person at Department of Employment & Labour in the Limpopo Province Provisional Costing and Budget

The Contractor is expected to compile his Provisional Costing and Budget expected to derive from this Health and Safety Specification and his plan, with the Health and Safety Covid-19 plan.

A Bill of Quantities (BoQ) template can be requested either from the Engineers or the Client for Covid-19 Implementation Measures should the Contractor require the same. All items provisionally expected to be required should be in this.

This provisional budget and / or costing requirement relates to **Construction Regulation 5(1)(g)**, and is not a guarantee to Contingency Claims, a Variation Order that may be deemed due to Covid-19, or Time Extension Claims. Such Claims or variations must be dealt with the Principal Agent accordingly.

## 2.13 Safe Site Shutdown/ Support Systems

Once Lockdown is suspended, and perhaps an outbreak on site or another Lockdown is required, or at any given interval whereby Covid-19 has demanded a close or interval, the Contractor shall ensure proper Safe Site Shutdown procedure and practice. The Contractor is to ensure that proper systems of shutdown, lock-out and security of all is carried out, and that proper support systems are communicated and offered, where applicable and possible, to all employees, teams and surrounding communities or facilities

Tenderer

Witness 1

Witness 2

Employer

Witness 1

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Support Call Centre, Support Counselling centers and so forth are to be sourced, and the information of such to be communicated. The contractor shall provide his procedure for such in his addendum of the Health and Safety plan. No PPE disposed must be left on-site should Shut down take place. All hazardous waste must be removed and disposed as per the procedure identified; this should also be in the Risk Assessment.

#### 2.14 Deep Cleaning at Construction Site

The Principal contractor must ensure that the construction site, particularly in communal areas such as security access control room, site office, working areas, ablution facilities, welfare facilities, eating facilities, hand washing facilities and confined spaces are disinfected and cleaned, regularly, in addition, this must include, all touch points such as taps, toilets flushers and seats, door handles and push plates, handrails and corridors, lift and hoist controls, machinery and equipment controls, eating area chairs, telephone equipment, keyboards, photocopiers and other office equipment Employees that are appointed to conduct deep cleaning must be trained on all the Health and Safety protocols, including the Handling of Hazardous Chemical Substances, the Material Safety Data sheet and must be provided with the correct PPE and supervision in accordance with Regulations for Hazardous Biological Agents 4 Information and Training.

#### 2.15 Waste Disposal


Principal contractor must ensure that all waste is disposed in the correct and required manner. All disposal masks and gloves are biological waste and must be disposed:


- Separate waste bins (must be labelled) for used PPE (gloves, masks) must be supplied by the principal contractor.
- Dust masks and Gloves to be disposed as hazardous waste.
- Waste must be disposed at a registered waste facility.
- Proof of waste disposal must be kept for record keeping.
- Employees handling waste must comply with the PPE requirements before handling such.


#### 2.16 Transportation of Employees


Wherever possible Principal contractor employees must travel to site alone making use of their own transport. If principal contractor employees have no option but to share transport the following must be adhered to:


- Journeys should be shared with the same individuals and with the minimum number of people at any one time as per Government guidelines.
- Good ventilation (i.e. keeping the windows open) and facing away from each other may help to reduce the risk of transmission.


  
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- The vehicle should be cleaned regularly, using gloves and standard cleaning products, with particular emphasis on handles and other areas where passengers may touch surfaces.
- Hand cleaning facilities must be provided at entrances and exits.

## 2.17 Travelling to and from Construction site

Professional teams, Principal contractor management, Client's project team to minimize travelling to site. Work from home should be priority as far as reasonably practicable especially for office staff. Progress and Technical meetings must be scheduled through available technology platforms such as Microsoft teams, Zoom or Skype.

Professional teams travelling to sites by vehicle will be limited to 2 persons, if 1 person drives/operate the vehicle and another person need to be seated at the back. If the vehicle is a single cab, strictly only 1 person will be allowed in the vehicle. Bus services and e-hailing services shall not carry more than 50% of the licensed capacity and taxi services shall not carry more than 70% of the licensed capacity.

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*Employer*

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*Witness 2*



## ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
Regulation 3(1) of the Draft Construction Regulations

### NOTIFICATION OF CONSTRUCTION WORK

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- 1(a) Name and postal address of principal contractor:  
\_\_\_\_\_
- (b) Name and tel no of principal contractor's contact person:  
\_\_\_\_\_
2. Principal contractor's compensation registration number:  
\_\_\_\_\_
- 3.(a) Name and postal address of client:  
\_\_\_\_\_
- (a) Name and tel no of client's contact person:  
\_\_\_\_\_
- 4.(a) Name and postal address of architect/consulting engineer(s) for the project:  
\_\_\_\_\_
- (b) Name and tel no of architect's or consulting engineer's contact person:  
\_\_\_\_\_
5. Name and telephone number of the site contact person:  
\_\_\_\_\_
6. Exact physical address of the construction site or site office:  
\_\_\_\_\_
7. Nature of the construction work:  
\_\_\_\_\_
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8. Expected commencement date: \_\_\_\_\_
9. Expected completion date: \_\_\_\_\_
10. Estimated maximum number of persons on the construction site: \_\_\_\_\_
11. Planned number of subcontractors on the construction site: \_\_\_\_\_
- 

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

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

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Witness 2



**Database:** Government Gazettes  
**Gazette No:** 25207  
**Notice No:** 1020  
**Regulation Gazette No:** 7721  
**Gazette:** GOV  
**Date:** 20030718  
**Full text:**  
**Text:**

DEPARTMENT OF LABOUR

No. R. 1020  
18 July 2003

**Occupational Health and Safety Act, 1993**

**Incorporation of Safety Standards in the Construction Regulations, 2003**

Under section 44 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), I, Membathisi Mphumzi Shergard Mdladlana, Minister of Labour, after consultation with the Advisory Council for Occupational Health and Safety, hereby incorporate in the Construction Regulations, 2003 the health and safety standards specified in the Schedule.

M S Mdladlana  
Minister of Labour.

**SCHEDULE**

**1. Regulation 14(1)**

The South African Bureau of Standards' Code of Practice SABS 085, as amended, entitled "The Design, Erection, Use and Inspection of Access Scaffolding".

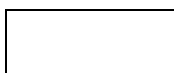
**2. Regulation 15(2)(a)**

The South African Bureau of Standards' Standard Specification SABS EN 1808, as amended, entitled "Safety Requirements on Suspended Access Equipment - Design calculations, stability criteria, construction-tests".

The South African Bureau of Standards' Standard Front-end Specification SABS 1903, as amended, entitled "Safety Requirements on Suspended Access Equipment - Design calculations, stability criteria, construction-tests".



*Tenderer*



*Witness 1*



*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



## ANNEXURE 3

### Geotechnical report summary

The geotechnical investigation performed indicated that the site is suitable for the infrastructure development in accordance with NHBC requirements.

- There was refusal at test pits TP01 (1300mm) and TP03 (1600mm) owing to the presence of bedrock hence use of heavier machinery or blasting is likely for construction work beyond this depth.
- The recommended foundation options are Isolated spread footings (e.g. pad footings and strip footings) and Raft slabs. III. The in-situ material is composed of G9 (at TP04) which can be selected for use in pavement layers for access roads or paving at this site. However, the majority of in-situ (TP1 to TP3) is composed of >G9 quality material which cannot be selected for any layer works on this site according to TRH14 classification.
- From the DCP graphs the soil achieved a bearing capacity range of 96 -500kPa. Note the limitations of the DCP because of its moisture sensitivity.
- Drainage/underground water. The soil texture (gravelly sand with silt and clay deposits, sandy gravel with clay, sandy gravel with clay deposits, gravelly sand with clay) of the area makes drainage to be of significant challenge as evidenced by ground water encountered at TP03. Subsurface drainage system needs to be designed and we recommend removal of the clay material, replace with a rocky filled layer through which a perforated drainage pipe is inserted. This is then overlaid by gravel layers on which the turf is placed. Note the water collected by the drained system can be used for irrigation on site through pumping.
- Sidewalls are likely to be stable during excavation because of the low to medium plasticity of the soils.
- The geological map indicate that the area is not underlain by dolomite or limestone and therefore there is no need for further dolomitic study.
- The recommendations are based on the information obtained from the four test pits and four DCPs as well as the soil profiling analysis. However, it is possible that the ground profile varies at the other areas on site where these investigations were not performed.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2



## ANNEXURE 4

### Geohydrological Summary Report


Geohydrological evaluation was undertaken and Borehole identified has been tested and water sample from borehole located inside Kwaggafontein Stadium was taken for analysis. Conclusion from the findings are thus follows;


- The borehole depth is 85m and pump was installed at a depth of 70m
- Two by 1-hour step test were done at 0.3 l/s and 0.5 l/s respectively reaching a final drawdown of 61.20m from available drawdown of 65.35m.
- The recommended sustainable yield is 0.4 l/s
- Based on the demand, borehole can only be pumped for 2 hours at recovery rate of 3 hours before pumping again. Which means water level recovery is slow reaching 82% after 80mins of pumping
- Water quality has been classified as Class O (Ideal water quality)
- The storage capacity of 60 kl will be needed to meet water demand


Based on the demand, groundwater abstraction rate it is recommended for a 2-hour pumping schedule with a recovery schedule of 3 hours a day sustainability. See below pumping recommendation table 11.1


Table 11.1: Pumping Recommendations


Borehole No.	Borehole Coordinates		Borehole Data			Water Quality	Management Recommendation
	Latitude	Longitude	Borehole Depth (m)	Static Water Level (m)	Installation Depth (m)	Class	Recommended Sustainable Yield (l/s)
BH-1	25.31137°	28.953662°	85.00	4.65	70	0	0.40


  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## THEMBISILE HANI LOCAL MUNICIPALITY

DEPARTMENT NAME: *TECHNICAL SERVICES*

CONTRACT NO: *THLM/SCM08/2019-2020/TS1G-1*  
FOR THE **UPGRADING OF KWAGGAFONTEIN STADIUM-WARDS 25 AND 26.**

### PART C4 SITE INFORMATION

#### 1. LOCALITY PLAN

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*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## SITE INFORMATION

### 1. LOCALITY PLAN



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Witness 1

Witness 2

Employer

Witness 1

Witness 2



## DRAWINGS

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*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*