



NGWATHE LOCAL MUNICIPALITY
EDENVILLE/NGWATHE: UPGRADING OF EXISTING
OXIDATION PONDS.

CONTRACT No. NLM: TEC-01/06/2026

Name of Tenderer:

.....
.....

This tender closes at 12h00 on 17 July 2026 at the offices of Ngwathe Local Municipality located at Liebenbergstrek, Parys, 9585

NO LATE SUBMISSIONS WILL BE CONSIDERED

Issued by:

Ngwathe Municipality
Liebenburg Street
Commando Building
Parys
9585

Contact Name: Mr Siyanda Mbangxa
Telephone: (056) 819 7611

Municipality Agent:

Umzuzo Infrastructure
T/A UMZ Consulting
48 Ridge Road
Scottsville
Pietermaritzburg
3201

Contact Name: Mr Mxolisi Ntshangase (Pr. Eng)/ Mr AM Kunene
Tel: (+27) 33 348 2929



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfilment

NGWATHE LOCAL MUNICIPALITY
CONTRACT NO. NLM: NLM: TEC-01/06/2026
for
EDENVILLE/NGWATHE: UPGRADING OF EXISTING OXIDATION PONDS

Tender section of document: Pages T1 – T63
Contract section of document: Pages C1 - C136

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DOCUMENT CHECKLIST

This document checklist is provided to assist the Tenderer.

	ITEMS	CHECKED
1	Returnable Schedules in Section T2.2	<input type="checkbox"/>
2	Correct Tender Offer carried forward to Form of Offer and Acceptance and the Form of Offer duly completed and signed.....	<input type="checkbox"/>
3	Schedule of Quantities:	
	i) Completed in legible INK only.....	<input type="checkbox"/>
	ii) Corrections crossed out and initialled	<input type="checkbox"/>
4	Contract specific data provided by the Contractor	<input type="checkbox"/>

T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

NGWATHE LOCAL MUNICIPALITY

TENDER NOTICE AND INVITATION TO TENDER



Bidders are hereby invited to bid for the following project:

BID NUMBER	BID DESCRIPTION	COMPULSORY INFORMATION SESSION DATE & VENUE	EVALUATION CRITERIA	CONTACT PERSON	CLOSING DATE & TIME
NLM: TEC-01/06/2026	EDENVILLE/NGWATHE : UPGRADING OF EXISTING OXIDATION PONDS CIDB Grading: 7CE or Higher	Compulsory Meeting Date: 22 June 2026 (Monday) Venue: Municipal Site Hall Time:10:00 Non- Refundable Fee R1,500	80/20 80 Points – Price 20 Points – PPPFA Functionality included in the bid document	Director: Technical Services Me. Patricia Morokolo ☎:(0)56 816 2700 ✉: morokolom@ngwathe.co.za For SCM Enquiries Mr Richard Malamule ☎:(0)56 816 2700 ✉: richardm@ngwathe.co.za	17 July 2026 (Friday) @ 12H00pm

<p>PAYMENTS CANNOT BE MADE AT SUPPLY CHAIN MANAGEMENT OFFICE BUT CAN BE MADE AT THE FOLLOWING MUNICIPAL PAY POINTS:</p> <ul style="list-style-type: none"> - PARYS FINANCE DEPARTMENT (TOWNHALL) - VREDEFORT MUNICIPAL OFFICES - EDENVILLE MUNICIPAL OFFICES - KOPPIES MUNICIPAL OFFICES - HEILBRON MUNICIPAL OFFICES 	<p>ALTERNATIVELY, DIRECT OR ELECTRONIC DEPOSITS CAN BE MADE TO THE NLM BANK ACCOUNT:</p> <p>ABSA, ACCOUNT NO: 000004052707733 BRANCH CODE: 632005 REF NO: YOUR BID NUMBER AND BIDDERS NAME</p>
<p>Availability of Bids Documents: (Monday, 22 June 2026)</p>	<p>Bid documents to be collected and submitted at: Supply Chain Management Unit and Municipal Tender Box, Ngwathe Local Municipality offices, Liebenbergstrek, Crescent, Parys, 9585.</p>

The documents will be available on Ngwathe Local Municipality office at SCM Offices or through email after the municipality receives the proof of payment sent through to SCM on the provided email above.

Copy of the above bid is available at SCM Offices at a non-refundable amount as stipulated on the above column; payable by cash at the municipal cashier point or direct deposit with a proof of deposit).

The bid number to be used as reference and deposit slip must be submitted as proof of payment on collection of bid document.

The document maybe collected during working hours after 08H30 to 15H30, from **(Monday, 22 June 2026)** and during weekdays thereafter. The physical address for collection of bid / tender document is the office of Ngwathe Local Municipality, Ground Floor, Cashier's Office, Liebenbergstrek, Parys, 9585.

Tenders, completed in black ink as prescribed, shall be sealed in an envelope marked with bidder's address, Tender No. and Description and be deposited in the TENDER BOX at Ngwathe Local Municipality, Ground Floor, Liebenberstrekk, Parys, 9585.

Compulsory: Bidder must submit two set of bid documents, (1) hardcopy and (1) electronic scanned copy of the original bid with supporting documents (soft-copy).

No bid will be accepted from persons in the service of the state.

No telegraphic, telefax, emailed and late Bids/Tenders will be accepted.

Bids will remain valid for a period of 90 days.

Contractors must note that certain work within this project may only be constructed by using labour-based construction methods and Contractors must limit the utilization of their permanently employed personnel to key personnel, all other personnel and labourers must be recruited locally.

Preference will be given to Respondents based on their PPPFA status.

All bidders must ensure that they are registered on the National Treasury Central Supplier Database via the following link: <https://secure.csd.gov.za>

Since no business will be conducted with any bidder who is not registered on the CSD database

Bidders must take note that below outlined requirements are deemed compulsory and failure to submit will automatically disqualify bidders.:

- Valid company tax clearance certificate be attached
- Copy of the company registration certificate
- Valid company tax clearance certificate be attached
- Copy of company profile with clear references.
- CSD registration report.
- Relevant CIDB grading certificate (7CE or higher).
- Valid letter of good standing (COIDA) must be attached.
- Municipal rates & taxes for both the director and the company.
- Current Municipal rates & taxes information for the organizational directors to be attached and not in arrears for more than 90 days;
- All compulsory/ supplementary forms must be fully completed.
- Joint venture agreement (if the tenderer is a joint venture).
In terms of Joint Venture: bidders must attach a joint venture agreement and ID (certified) copies of the Company's Directors; further to this, parties to the joint venture agreement must ensure that they submit all the required compulsory documents for each company as stated in the advert.
A joint Grading certificate calculated by CIDB is required (7 CE or higher).
- Compulsory briefing session will be conducted; any queries must be directed to PMU Coordinator.

Ngwathe Local Municipality fully reserve the right not to accept the lower tender or accept the whole or part of the any tender or not to consider any tender submitted.

T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 136 of 2015 in the Government Gazette No. 38960 of 2015 dated 10 July 2015.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

Tender Data Applicable to this Tender

Clause Number	Data / Wording
F.1.2	<p>The Tender Documents consist of the following:</p> <p>(a) This Project Document, which contains the following:</p> <p>PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights</p> <p>PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details C4.3 Existing Services Report (delete if not required)</p> <p>(b) Drawings (issued separately by the Employer).</p>

Clause Number	Data / Wording
	<p>(c) ‘The General Conditions of Contract for Construction Works, Fourth Edition, 2025 (GCC 2025) is the latest standard-form construction contract framework released by the South African Institution of Civil Engineering (SAICE)’</p> <p>This document is obtainable separately and Tenderers shall obtain their own copy and familiarize themselves with the updated fourth edition with the GCC 2025</p> <p>(d) ‘The COTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition’. This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(e) ‘The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)’. These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(f) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004 as amended.</p> <p>In addition Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p>
F.1.4	<p>The Employer’s Agent is:</p> <p>Name of the firm: Umzuzo Infrastructure (Pty) Ltd T/A UMZ Consulting Contact person : Mr. Mxolisi Ntshangase Telephone : (+27) 33 348 2929 E-mail : mxolisi@umzconsulting.co.za</p>

F.2.1	<p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none">(a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;(b) the Tenderer does not have the legal capacity to enter into the contract;(c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;(e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.(g) Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of
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Clause Number	Data / Wording
	<p>work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p>The Established Contractor shall be registered in CIDB contractor grading designation 7CE or Higher.</p> <p><i>In terms of the Free State Supply Chain Management Policy Framework, all suppliers of goods and services to the Province of Free State are required to register on the Central Supplier Database.</i></p> <p><i>Prospective suppliers should self-register on the CSD website www.csd.gov.za.</i></p> <p>IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF TENDER, THE SUPPLIER WILL BE DISQUALIFIED AT THE TENDER EVALUATION PROCESS.</p>
F.2.1.5	<p>Labour-intensive competencies for supervisory and management staff</p> <p>Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</p> <p>“The employer reserves to himself the right, in his sole discretion, to reject any tender where it appears to the employer that the tenderer does not comply with any of the requirements set out below.”</p>
F.2.7	<p>The arrangements and venue for the compulsory Clarification Meeting are:</p> <p>Venue: Municipal Site Hall (Parys), (refer to Section T1.1) Date: Monday, 22 June 2026 at 10h00 Contact person Mr Siyanda Mbangxa</p> <p>Telephone: 056 816 2700 Fax: N/A Email: siyandam@ngwathe.co.za</p>
F.2.8	<p>Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
F.2.10	<p>All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).</p>
F.2.11	<p>The tenderer shall not take the tender document apart. <u>Any tender submitted using a document that has been taken apart and reassembled shall be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.</u></p>
F.2.12	<p>The requirements are as described in SANS 1200 Standard Specifications for Civil Engineering Construction.</p>

Clause Number	Data / Wording
F.2.13	<p>F.2.13.3 Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p>F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: Ngwathe Local Municipality</p> <p>Physical Address: Liebenbergstrek, Parys</p> <p>Identification Details: Contract No. NLM: TEC-01/06/2026</p> <p>F.2.13.6 A two-envelope system will not be followed.</p>
F.2.15	<p>The closing time for submission of Tender Offers is: 12h00 on, 17 July 2026 (Friday)</p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted.</p>
F.2.16	<p>The tender offer validity period is 90 days from the closing time for submission of tenders.</p>
F.2.18	<p>The tender must submit to the employer, names of all management and supervisory staff that will be employed to supervise the labour- intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
F.2.19	<p>Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.</p>
F.2.22	<p>This is not applicable.</p>
F.2.23	<p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p>
F.3.1	<p>Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
F.3.2	<p>Change 'three days' to 'three working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
F.3.4	<p>The time and location for opening of the tender offers are: Time: 12h00 Date: Friday, 17 July 2026 Location / Venue: Parys Municipal Offices in Forum Building</p>
F.3.5	<p>A two-envelope system will not be followed.</p>

Clause number F.3.11.3	Data / Wording
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Functionality	Points Allocation	Total
<p><u>EXPERIENCE ON SIMILAR PROJECTS FOR THE LAST 10 YEARS</u></p> <p>5 X Completion Certificates & References Letters 50 3 X Completion Certificates & References Letters 30 2 X Completion Certificates & Reference Letters 10 ≤ 1 X Completion Certificate & Reference Letters 0</p>		50
<p><u>PERSONAL CAPACITY AND RESOURCES RELEVANT TO SCOPE OF WORK</u></p> <ul style="list-style-type: none"> - Contracts Manager > 5 years' experience and Bsc/BTech Civil Eng. Or Construction Management (NQF 7) 5 - Construction Manager > 5 years 'experience and Bsc/BTech Civil Eng. Or Construction Management (NQF 7) Site 5 - Agent > 5 years' experience and N.Dip Civil Eng (NQF 6) 5 - Foreman > 5 years 'experience and S4/N6 Civil Eng 5 - Safety Officer > 5 years' experience and N.Dip Safety Management or related (NQF 6) 5 <p>NB: Should the bidding contractor be appointed, the above mentioned personnel cv's should be submitted to the Employer's Agent within 14 days.</p>		25
<p><u>CONSTRUCTION METHOD STATEMENT: THE STATEMENT SHOULD INCLUDE APPROACH, CONTRACT ADMINISTRATION, QUALITY MANAGEMENT</u></p> <p>All above parameters are in the method statement Any of the above mentioned parameters not included in the method statement</p>	10	10
<p><u>FINANCIAL VIABILITY</u></p> <p>Rating of A 10 Rating of B 8 Rating of C 5 Rating of E 3</p>		10
<p><u>CONTRUCTION PROGRAMME OF WORKS</u></p> <p>Points will be allocated for a realistic, well-structured construction programme showing key milestones and sequencing.</p>	5	5
Maximum possible score for quality		100
If the bidder scores ≤ 69 points, the bidder will be disqualified		
Satisfactory 70%		
Good 90%		

Very good 100%

F.3.11.7	<p>Tenderers are required to submit supporting documents to score full point and must score at least 70% (70 out of 100) for quality, to qualify for further evaluation.</p> <p>Stage 2: Scoring Financial and Preference Points</p> <p>The weighting of tender Price and Preference for the tender will be done by way of a point system: In the case of acquisition of services, works or goods up to a Rand value equal to or above R30 000 and up to R50 million:</p> <ul style="list-style-type: none"> • 80 points are assigned to Price; and • 20 points are assigned to Preference. <p>The total points for Price and Preference in each case above must add up to 100 points.</p> <p>In scoring Price using the formula given in sub clause F.3.11.7, the values of W1 and A shall be as follows:</p> <p>W1 = 80 points (for acquisition of services, works or goods up to a Rand equal to or above R30 000 and up to R50 million:); or</p> <p>The value of A shall be calculated using Table F.1, Formula 2 Option 1.</p>
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Clause Number	Data / Wording																						
F.3.11.8	<p data-bbox="368 327 986 353">4 POINTS AWARDED FOR SPECIFIC GOALS</p> <p data-bbox="368 387 1390 535">4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:</p> <p data-bbox="368 566 549 593">4.1.1 Locality</p> <p data-bbox="368 627 1417 716">Locality of the company/enterprise, if a portion of the 20/10 points is allocated to promote this goal, the following ownership percentage categories should be used. The points per percentage category will be determined in the tender specification document</p> <table border="1" data-bbox="363 777 1406 1077"> <thead> <tr> <th data-bbox="363 777 1217 835">Locality of supplier (Provide proof of address)</th> <th data-bbox="1220 777 1406 835">Max = 10</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 840 1217 898">Within the boundaries of Ngwathe Local Municipality</td> <td data-bbox="1220 840 1406 898">10</td> </tr> <tr> <td data-bbox="363 902 1217 960">Within the boundaries of Fezile Dabi District Municipality</td> <td data-bbox="1220 902 1406 960">6</td> </tr> <tr> <td data-bbox="363 965 1217 1023">Within the boundaries of Free State</td> <td data-bbox="1220 965 1406 1023">4</td> </tr> <tr> <td data-bbox="363 1028 1217 1077">Outside the boundaries of the Province</td> <td data-bbox="1220 1028 1406 1077">0</td> </tr> </tbody> </table> <p data-bbox="368 1108 954 1135">4.1.2. Women or Youth or Disability Ownership</p> <table border="1" data-bbox="368 1196 1378 1352"> <thead> <tr> <th data-bbox="368 1196 927 1294">Categories of person</th> <th data-bbox="930 1196 1378 1294">Number of points for preference (80/20 system)</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1299 927 1352">Woman</td> <td data-bbox="930 1299 1378 1352">10</td> </tr> </tbody> </table> <p data-bbox="368 1384 459 1411">And/Or</p> <table border="1" data-bbox="368 1471 1383 1628"> <thead> <tr> <th data-bbox="368 1471 927 1570">Categories of person</th> <th data-bbox="930 1471 1383 1570">Number of points for preference (80/20 system)</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1574 927 1628">Youth</td> <td data-bbox="930 1574 1383 1628">10</td> </tr> </tbody> </table> <p data-bbox="368 1659 459 1686">And/Or</p> <table border="1" data-bbox="368 1747 1383 1904"> <thead> <tr> <th data-bbox="368 1747 927 1845">Categories of person</th> <th data-bbox="930 1747 1383 1845">Number of points for preference (80/20 system)</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1850 927 1904">Disability</td> <td data-bbox="930 1850 1383 1904">10</td> </tr> </tbody> </table>	Locality of supplier (Provide proof of address)	Max = 10	Within the boundaries of Ngwathe Local Municipality	10	Within the boundaries of Fezile Dabi District Municipality	6	Within the boundaries of Free State	4	Outside the boundaries of the Province	0	Categories of person	Number of points for preference (80/20 system)	Woman	10	Categories of person	Number of points for preference (80/20 system)	Youth	10	Categories of person	Number of points for preference (80/20 system)	Disability	10
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Categories of person	Number of points for preference (80/20 system)																						
Disability	10																						

Clause Number	Data / Wording
	<p data-bbox="368 331 831 360"><u>Total Score for Price and Preference</u></p> <p data-bbox="368 394 1394 517">The points scored for a Tenderer in respect of Price must be added to the points scored in respect of Preference. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.</p>

<p>F.3.13</p>	<p>F.3.13.1 The legal requirements for acceptance of the tender offer are:</p> <ul style="list-style-type: none"> (a) Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. (b) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. (c) Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. (d) Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: <ul style="list-style-type: none"> (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p> <p>In addition to clauses F.2.1 and F.3.13, Tender Offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> a) the tenderer has in his or her possession an original Tax Clearance Certificate issued by the South African Revenue Services; b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; c) the tenderer is not in arrears for more than THREE 3 months with municipal rates and taxes and municipal service charges; d) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or
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Clause Number	Data / Wording
	<p>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</p> <p>f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process</p> <p>In addition to the evaluation of Responsiveness and Functionality a financial risk analysis will be performed on the Tenderers having the highest ranking/number of points to verify that the rates entered in the Bill of Quantities are reasonable and balanced. Tenders may be disqualified if tendered rates are found to be distorted. Such evaluation will include "Rate Only" items.</p>
F.3.17	<ul style="list-style-type: none"> • The number of paper copies of the signed contract to be provided by the Employer is one (1).

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:
 - (a) Returnable Schedules in T2.1.
 - (b) C1.1 Form of Offer and Acceptance, A. Offer, on page C3.
 - (c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.
 - (d) Pricing Data in C2.2: Schedule of Quantities.

T2.1 RETURNABLE SCHEDULES

A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING.....	T19
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	T12
C	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T21
D	STANDARD BIDDING DOCUMENTS.....	T22
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NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*)

.....

was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers **at the Parys Municipality Site Hall (refer to the Clarification Meeting Venue Plan in Section T1.1) on Monday, 22 June 2026, starting at 10h00.**

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

Particulars of person attending the meeting:

Name: Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by the Employer's Agent, namely:

Name: Signature:

Capacity: Date and Time:

Municipal Stamp

Any tender submitted that does not bear the signature of the Employer's Agent on this page shall be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and shall be rejected.

C. 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: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.			
Section 10: SBD9 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:			
i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;			
ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;			
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;			
iv) 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			
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			

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

D. STANDARD BIDDING DOCUMENTS

SECTION A
INVITATION TO BID

MBD1

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE NGWATHE LOCAL MUNICIPALITY					
BID NUMBER: NLM: TEC- 01/06/2026	EDENVILLE/NGWATHE: UPGRADING OF EXISTING OXIDATION PONDS		CLOSING DATE: 17 July 2026 (Friday)	CLOSING TIME:	12:00
DESCRIPTION	EDENVILLE/NGWATHE: UPGRADING OF EXISTING OXIDATION PONDS				
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ngwathe Local Municipality Liebenbergstrek, Parys 9585			Monday to Friday: 08:30 until 15:30		
			Under no circumstances must suppliers submit their Tender offers/ responses to the official whose name appears on the inquiries.		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Richard Malamule		CONTACT PERSON	Mr Siyanda Mbangxa	
TELEPHONE NUMBER	056 816 2700		TELEPHONE NUMBER	056 816 2700	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	richardm@ngwathe.co.za		E-MAIL ADDRESS	siyandam@ngwathe.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NO:	MAAA
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 THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

MBD 4

DECLARATION OF INTEREST

Every question must be answered individually on this form and the required information must be provided, whether a relationship is present or not. Failure to do so will invalidate your tender.

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare whether:
 - the tenderer is employed by the State; and/or
 - the legal person (tendering entity) on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.
2. **In order to give effect to the above, the following questions must be answered, and the required information provided and submitted with the tender.**
 - 2.1 The names of all directors/shareholders/members/partners/individual owners/trustees and their individual identity numbers and tax reference numbers are to be inserted in the table below. If applicable, State Employee / PERSAL numbers must be indicated in the last column.

Full Name	Position held (director, shareholder, member, partner, individual owner, trustee, etc.)	Identity Number (or Passport Number in the case of a foreign national)	Personal Income Tax Reference Number	State Employee Number / PERSAL Number if applicable

If the space provided above is insufficient, details as specified above can be attached on separate pages. However, if such separate pages are attached, this must be clearly indicated in the table above.

¹ "State" means:

- (a) 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) as amended.
- (b) any municipality or municipal entity;
- (c) any provincial legislature;
- (d) the National Assembly or the National Council of Provinces; or
- (e) Parliament.

² "shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.2. Full names of tenderer and his or her representative:

Name of tenderer:.....

Name of tenderer's representative:

2.3. Identity Number:

Identity Number of tenderer's representative:

2.4. Position (e.g., director/shareholder/member/partner/individual owner/trustee) occupied in the company/close corporation/partnership/sole proprietorship/trust (referred to hereinafter as the "tendering entity"):

Position of tenderer's representative:

2.5. Registration number of tendering entity:

.....

2.6. Tax reference number of tendering entity:

.....

2.7. VAT registration number of tendering entity:

.....

If the space provided for any of paragraphs 2.8 to 2.14 below is insufficient, the required information can be attached on separate pages. However, if such separate pages are attached, this must be clearly indicated in the relevant paragraph below.

2.8. Are you or any person connected with the tenderer presently employed by the State? **Kindly mark the applicable answer with a tick** ✓.

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

If yes, furnish the following particulars:

2.8.1. Name of director/shareholder/member/partner/individual owner/trustee/other connected person:

.....

2.8.2. Name of State institution which employs you or the person connected to the tenderer:

.....

2.8.3. Position occupied in the State institution:

.....

2.8.4. Any other particulars:

.....

.....

.....

2.9. If the State presently employs you or any person connected with the tenderer, was the appropriate authority to undertake remunerative work outside employment in the public sector obtained from the State? **Kindly mark the applicable answer with a tick ✓.**

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

2.9.1. If yes, attach proof of such authority to the tender document. **(Note:** Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender). **Kindly mark the applicable block with a tick ✓ to indicate whether such proof has been attached to the tender document.**

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

2.9.2. If no, furnish reasons for the non-submission of such proof:

.....

.....

.....

2.10. Did you or your spouse or any of the tendering entity's directors/shareholders/members/partners/individual owners/trustees or their spouses conduct business with the State in the previous twelve months? **Kindly mark the applicable answer with a tick ✓.**

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

2.10.1. If yes, furnish particulars:

.....

.....

.....

2.11. Do you or any person connected with the tenderer have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation or adjudication of the tender? **Kindly mark the applicable answer with a tick ✓.**

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

2.11.1. If yes, furnish particulars:

.....

.....

.....

2.12. Are you or any person connected with the tenderer aware of any relationship (family, friend, other) between any other tenderer and any person employed by the State who may be involved with the evaluation and/or adjudication of this tender? **Kindly mark the applicable answer with a tick ✓.**

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

2.12.1. If yes, furnish particulars:

.....

.....

.....

2.13. Do you or any of the tendering entity's directors/shareholders/members/partners/individual owners/trustees have any interest in any other related companies that are or could be tendering for this contract? **Kindly mark the applicable answer with a tick** √.

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

2.13.1. If yes, furnish particulars:

.....

.....

.....

2.14. Have you or any of the tendering entity's directors/ shareholders/ members/ partners/ individual owners/ trustees or the tendering entity in general provided any gifts, rewards, awards, sponsorships, donations or hospitality to the Ngwathe Local Municipality or any of its employees or their families in the last 12 months? **Kindly mark the applicable answer with a tick** √.

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

2.14.1. If yes, furnish particulars, including the estimated value:

.....

.....

.....

3. DECLARATION

I, THE UNDERSIGNED (*full name of signatory*)

REPRESENTING (*name of tendering entity*)

IN MY CAPACITY AS

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 ABOVE IS CORRECT (WHERE APPLICABLE, I HAVE TAKEN REASONABLE DILIGENT STEPS AS REQUIRED BY S76 OF THE COMPANIES ACT No. 71 of 2008, TO ENSURE THAT THE INFORMATION PROVIDED IS CORRECT).

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

SIGNATURE:

DATE:

MBD 4.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

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 (all applicable taxes included).

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS must not exceed	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct

sales and disposal of assets through public auctions; and

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

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:

80/20

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

Where

- Ps = Points scored for price of tender under consideration;
 Pt = Price of tender under consideration; and
 Pmin = Price of highest acceptable tender.

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Supporting Documents to claim points
Within the boundaries of Ngwathe Local Municipality	-	10			Proof of Residence/Municipal Account
Within the boundaries of Fezile Dabi District Municipality	-	6			
Within the boundaries of Free State	-	4			
Outside the boundaries of the Free State Province	-	0			

One (1) of the three (3) below categories must be chosen (Woman, Youth and Disability), and if the company is 51% Man shareholding then 0 points.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Supporting Documents to claim points
Woman Ownership	-	10			Copy of shareholding certificate

And/or

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Supporting Documents to claim points
Youth Ownership	-	10			Copy of shareholding certificate

And/or

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Supporting Documents to claim points
Disability Ownership	-	10			Copy of shareholding certificate/Proof of disability

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....

DATE:

.....

ADDRESS:

.....

MBD 4.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) 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, 2022 (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) on the date of advertisement of the bid as indicated in paragraph 3.1 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.

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

NB: the following list must be completed if applicable and each item must refer to the BOQ reference number for ease of reference.

<u>Description of services, works or goods</u>	<u>BOQ Reference</u>	<u>Stipulated minimum threshold</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

This form must be completed, signed and dated by the contractor and kept for a period of 5 years for audit purposes. Annexure D is not a returnable document.

SATS 1286.2011

Annex E

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R O

(E10)		(Tenderer's manpower cost)	R O
(E11)		(Rental, depreciation & amortisation, utility costs, consumables etc.)	R O
(E12)		(Marketing, insurance, financing, interest etc.)	R O
		(E13) Total local content	R O

Signature of tenderer from Annex B

Date: _____

This form must be completed, signed and dated by the contractor and kept for a period of 5 years for audit purposes. Annexure E is not a returnable document.

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 on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on www.resbank.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.

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.thedti.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 3.1 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 3.1 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: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 5

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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	<p>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?</p> <p>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 5

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

MBD 6

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

MBD 6

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO. NLM: TEC-01/06/2026 – EDENVILLE/NGWATHE: UPGRADING OF EXISTING OXIDATION PONDS

in response to the invitation for the bid made by the NGWATHE LOCAL MUNICIPALITY, 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 will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where the products or services will be rendered (market allocation);
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not 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 and 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 as amended and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or such bidders 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

.....
Full name of signatory

.....
Capacity of signatory

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

E. CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM

The Tenderer must complete the relevant certificate(s) set out hereafter or must provide a certificate in the form of a resolution of the partners or directors authorizing the signatory on behalf of the enterprise(s) **and such resolution shall include a specimen signature of the signatory.**

Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive in terms of sub clause F.3.8 of the Conditions of Tender and such a tender shall be rejected.

(I) CERTIFICATE FOR SOLE PROPRIETOR

I..... , hereby confirm that I am the sole owner of the

business trading as:

Specimen Signature of Sole Owner:

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

hereby authorize Mr/Ms

acting in the capacity of....., to sign all documents in connection with the

tender for Contract No. and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory:

Date:

(IV) CERTIFICATE FOR COMPANY

I..... , chairperson of the Board of Directors

of....., hereby confirm that by resolution of the Board

(copy attached) taken on 20..... ,

Mr/Ms..... , acting in the capacity of

....., was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Specimen Signature of Signatory:

Date:

(V) CERTIFICATE FOR JOINT VENTURE / CONSORTIUM

[This Returnable Schedule is to be completed by a Joint Venture / Consortium]

We, the undersigned, are submitting this tender offer in Joint Venture / Consortium and hereby authorize Mr/Ms....., authorized signatory of the company

....., acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting therefrom on our behalf.

NAME OF COMPANY	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature..... Name..... Designation..... Date.....
		Signature..... Name..... Designation..... Date.....
		Signature..... Name..... Designation..... Date.....
		Signature..... Name..... Designation..... Date.....

In addition to this Certificate of Authority on behalf of the JV or Consortium, separate Certificates of Authority are also required from each parent company to the Joint Venture or Consortium. These must be in the form of a resolution of the partners or directors authorizing the signatory on behalf of the enterprise to sign the JV or Consortium Certificate of Authority.

For example, if a joint venture partner is a limited liability company, then a resolution of the board of directors for that company is required to demonstrate that the person signing on behalf of the JV has the authority to do so from the parent company. The tenderer must do this either by using the relevant pro forma certificate (I), (II), (III) or (IV), as provided in this section D of the Returnable Documents, for that particular type of parent organization, or by providing a certificate in the form of a resolution of the partners or directors authorizing the signatory on behalf of the enterprise **and such resolution shall include a specimen signature of the signatory.**

F. PLANT AND EQUIPMENT

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

(a) **Details of major plant and equipment owned by me / us and immediately available for this contract:**

DESCRIPTION (<i>type, size, capacity, etc.</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) **Details of major plant and equipment that will be hired or acquired for this contract if my / our tender is accepted:**

DESCRIPTION (<i>type, size, capacity, etc.</i>)	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

Attach additional pages if more space is required

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

SIGNATURE:

DATE:

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

H. PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR
.....		
.....		
.....		
.....		
.....		
.....		
.....		
.....		

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

I. KEY PERSONNEL

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the construction of the Works together with a resume of their experience with particular reference to the construction of similar Works.

Contractors

The unit standards for contractors or equivalent QCTO qualification are outlined in Table below.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
<p>CONTRACTS MANAGER</p> <p>Bsc/ BTech Civil Engineering or Construction Management and 5 Years Relevant Experience</p> <p>SITE AGENT</p> <p>NQF 5 LIC qualification, ND Civil Eng, Professional Registration with ECSA, 5 years' relevant experience and</p> <p>FOREMAN</p> <p>NQF 4 LIC qualification and 5-year relevant experience</p>				

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

CURRICULUM VITAE OF KEY PERSONNEL

[Curriculum Vitae of key personnel to be attached here]

K. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

- In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993, as amended and the OHS Act 1993 Construction Regulations 2014.

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

Declaration by Tenderer

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

(* = delete whatever is not applicable)

4. Details of resources I propose:

***Note:** Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHS Act 1993 Construction Regulations 2014, as applicable to this contract.*

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) as a result of contravening or failing to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

L. TAX COMPLIANCE STATUS

The Tenderer is to provide its Tax Compliance Status according to the South African Revenue Services (SARS) for the purposes of tendering.

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

1. **Tenderers must provide a TCS PIN with their tender (in the form of the TCS result letter) to authorize the Employer to view the tenderer's current TCS online, as well as a copy of the Tax Clearance Certificate which is printable after completing the TCS request.**
2. In tenders where Consortia / Joint Ventures are involved, each party must submit a separate TCS PIN and Tax Clearance Certificate.

N. TENDERER'S PARTICIPATION IN WORK OPPORTUNITY CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in work opportunity creation (employment of local labour) by executing various portions of the Works using local labour.

The creation of one work opportunity shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

The Tenderer shall note the requirements for work opportunity Creation Reporting for EPWP as set out in clause F3 in Part F: Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below. This number is inclusive of the local unskilled labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors in terms of Part G: Small Contractor Development of the project specifications. The targeted labour goal stated in the table shall include for a minimum allocation of 55% Women, 55% Youth and 2% Disabled.

The Tenderer shall by the approval of this form commit to creating the minimum number of jobs in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

I/We hereby tender to participate in job creation through the employment of local labour as approved by the PLC as identified by the OSS War room by creating the following number of jobs using unskilled labour recruited from the local community (including for a minimum allocation of 55% Women, 55% Youth and 2% Disabled):

	Total	Women	Youth	Disabled
Work Opportunities				
Person Days				
Training Days				

Penalty = 0.5 x 9the value of the shortfall of Targeted Labour). It shall be applied on a pro-rata basis according to a monthly evaluation of achievements against the programmed utilization. It shall not apply to the individual Target Groups.

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is 18%

Type of Labour	Person-Days	Wage Rate 3per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
		Total	
		Percentage	

Notes to Tenderer:

(1) Labour is defined as hourly paid personnel

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in work opportunity creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of: _____

SIGNATURE:

DATE:

(Of person authorized to sign on behalf of the Tenderer)

O. TENDERER'S CONFIRMATION OF BANKING DETAILS AND ACCOUNT STATUS REPORT

The tenderer is required to request its bankers to prepare a general report on the tenderer's account status including, *inter alia*, how the tenderer conducts its account, the credit rating that the bank accords the tenderer for the business envisaged by this tender, and setting out the information requested in (a) to (d) below.

In addition to attaching the aforementioned general report from the bank, the tenderer shall also on this Form O complete in full the banking details required in each of (a) to (d) below.

In the event that the tenderer is a joint venture / consortium, a general report and details for each of the members of the joint venture / consortium shall similarly be provided and attached to this Form O.

- (a) Name of account holder:
- (b) Account number:.....
- (c) Bank name:
- (d) Contact details of banker:
 - Name:
 - Telephone Number:
 - E-mail address:

SIGNATURE:

DATE:

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

“Failure to provide the required general report with the tender submission or failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of sub clause F.3.8 of the Conditions of Tender and such a tender shall be rejected.”

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

CONTRACT

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C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

CONTRACT No. NLM: TEC-01/06//2026 – EDENVILLE/NGWATHE: UPGRADING OF EXISTING OXIDATION PONDS

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 authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Amount 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: *(of person authorized to sign the tender):*

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organization):*

Address:

Telephone number: Fax number:

Witness:

Signature:

Name: *(in capitals):*

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

This form is to be completed by the Employer only

B. ACCEPTANCE

By signing this part of the 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, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, 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 representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract Third Edition (2015) within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which 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:

Name: *(in capitals)*

Capacity:

Name of Employer *(organization)*

Address:

.....

Witness: Signature: **Name:**

Date:

This form is to be completed by the Employer and the successful tenderer only, upon acceptance of the successful tenderer's offer

C. 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 Tender Data and 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 agreement 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 agreement and recorded here shall also be incorporated into the final draft of the Contract.

1 **Subject:**

Details:

2 **Subject:**

Details:

3 **Subject:**

Details:

4 **Subject:**

Details:

5 **Subject:**

Details:

6 **Subject:**

Details:

7 **Subject:**

Details:

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or 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:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organization)*

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organization)*

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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C1.2.1 CONDITIONS OF CONTRACT**C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the “General Conditions of Contract for Construction Works, Third Edition, 2015”, issued by the South African Institution of Civil Engineering (abbreviated title: “GCC 2025”).

It is agreed that the only variations from the GCC 2025 are those set out hereafter under “C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT”.

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2025 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered “SCC” followed in each case by the number of the applicable clause or subclause in the GCC 2025, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2025, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2025**SCC 1.1 Definitions**

Add the following to the end of Clause 1.1:

“SCC 1.1.1.35 “Targeted Enterprise” means an enterprise as defined in Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works.”

SCC 4.1.1 Extent of Contractor’s obligations

Add the following new paragraph to the end of Clause 4.1.1:

“If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.”

SCC 6.2 Security**SCC 6.2.1 Delivery of security**

In the last two lines of Clause 6.2.1, delete the words “the type of security for the due performance of the Contract, as selected in the Contract Data” and replace them with the words “a fixed performance guarantees as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer”.

Delete the entirety of Clause 6.2.2 and replace it with the following:

“SCC 6.2.2 Contractor failing to provide security

If the Contractor fails to provide the required fixed performance guarantee within the time period stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer’s right to terminate the Contract in terms of Clause 9.2.”

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

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

SCC 6.8.2 Application of the Contract Price Adjustment Factor

Add the following to the end of Clause 6.8.2:

"Referring to Clause 1 of the "CONTRACT PRICE ADJUSTMENT SCHEDULE" on page 86 of the GCC 2025, delete the paragraph describing the symbols "L", "P", "M" and "F", and replace it with the following:

"L", "P", "M" and "F" are defined as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index for the province as stated in the Contract Data as published in Table A of the Statistical release P0141 of Statistics South Africa.

"P" is the "Contractor's Equipment Index" and shall be the Producer Price Index for "Civil engineering plant" as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for the "Building and construction - Civil engineering" industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for "Diesel fuel wholesale - Total" as published in Table 4 of the Statistical release P0151 of Statistics South Africa."

Additional Special Conditions of Contract

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

SCC 1.1 Definitions

Delete the entirety of Clause 1.1.1.5 and replace it with the following:

"SCC 1.1.1.5 "Commencement Date" means the date 42 calendar days after the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect."

SCC 5.3 Commencement of the Works

Delete the entirety of Clauses 5.3.1, 5.3.2 and 5.3.3 and replace them with the following:

"SCC 5.3.1 Commencement of the Works

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,

SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and

SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

SCC 5.3.2 Unacceptable documentation

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

SCC 5.3.3 Time to instruct commencement of the Works

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14-day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

C1.2.2: CONTRACT DATA (Applicable to this contract)**PART A: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER				
<p>1.</p> <p>Clause 1.1.1.13:</p> <p>Clause 1.1.1.14:</p> <p>Clause 1.1.1.26:</p> <p>Clause 1.1.1.15:</p> <p>Clause 1.2.1.2:</p> <p>Clause 1.1.1.16:</p> <p>Clause 1.2.1.2:</p>	<p>GENERAL</p> <p>The Defects Liability Period is 12 months.</p> <p>The time for achieving Practical Completion is 08 <u>months</u> from the Commencement Date, including non-working days and special non-working days.</p> <p>Pricing Strategy: The Contract is to be a Re-measurement Contract.</p> <p>Name of Employer: Ngwathe Local Municipality</p> <p>Address of Employer:</p> <table border="0"> <tr> <td><u>Physical:</u></td> <td><u>Postal:</u></td> </tr> <tr> <td>Liebenbergstrek Pary's 9585</td> <td>Private Bag 359 Pary's 9585</td> </tr> </table> <p>E-Mail: siyandam@ngwathe.co.za</p> <p>Telephone No: (056) 816 2700 Fax No: N/A</p> <p>Name of Employer's Agent: Umzuzo Infrastructure (Pty) Ltd T/A UMZ Consulting</p> <p>Address of Employer's Agent:</p> <p><u>Physical:</u></p> <p>48 Ridge Road Scottsville Pietermaritzburg 3201</p> <p>Email: mxolisi@umzconsulting.co.za</p> <p>Telephone No: (+27) 33 348 2929 Fax No: n/a</p>	<u>Physical:</u>	<u>Postal:</u>	Liebenbergstrek Pary's 9585	Private Bag 359 Pary's 9585
<u>Physical:</u>	<u>Postal:</u>				
Liebenbergstrek Pary's 9585	Private Bag 359 Pary's 9585				
<p>3.</p> <p>Clause 3.2.3:</p>	<p>EMPLOYER'S AGENT</p> <p>The Employer's Agent is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price and before executing any of the following functions or duties: The issuing of a variation order in terms of Clause 6.3.2. Significant change in designs.</p>				

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>4.</p> <p>Clauses 4.1.1 and SCC 4.1.1:</p>	<p>CONTRACTOR'S GENERAL OBLIGATIONS</p> <p>The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.</p>
<p>5.</p> <p>5.1.1</p> <p>Clauses 5.3.1 and 5.3.2:</p> <p>Clauses SCC 5.3.1 and SCC 5.3.2:</p>	<p>TIME AND RELATED MATTERS</p> <p>The special non-working days are public holidays, Sundays and the year end break. These days will be excluded from time calculations. The yearend break will be as agreed between SAFCEC and the Labour Unions.</p> <p>Where the Employer is not required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the Commencement Date:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to Clause 4.3) • Initial Programme (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2025 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications) <p>Where the Employer is required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to Clause 4.3) • Initial Programme (refer to Clause 5.6) • Security (refer to Clause 6.2) • Insurance (refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2025 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications) <p>And:</p> <p>The documents required by the Employer to apply for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014:</p> <ul style="list-style-type: none"> • Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p><i>[CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)];</i></p> <ul style="list-style-type: none"> • Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities <i>[CR 3(5)(b)(iii) read with CR 5(1)(g)];</i>
Clause 5.4.2	<ul style="list-style-type: none"> • Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, viz., schedule of activities, relevant appointments and proofs of competency <i>[CR 5(1)(h)];</i> • Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) <i>[CR 3(5)(b)(ii) read with CR 5(1)(j)].</i> <p>Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site.</p>
Clause 5.8.1:	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government:</p> <p style="padding-left: 40px;">New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>
Clause 5.13.1:	<p>The penalty for failing to complete the Works is five thousand rand per day (R5 000,00 per day).</p>
Clause 5.12.2.2	<p>Extension of time due to abnormal rainfall. Refer to Part A of C3.2: Project Specifications, clause C3.5.</p>
Clause 5.16.3:	<p>The latent defects period is 10 years.</p>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>6.</p> <p>Clauses 6.2.1 and SCC 6.2.1:</p> <p>6.2.3</p> <p>Clause 6.5.1.2.3:</p> <p>Clauses 6.8.2 and SCC 6.8.2:</p> <p>Clause 6.8.3:</p> <p>Clause 6.10.1.5:</p> <p>Clause 6.10.3:</p>	<p>PAYMENT AND RELATED MATTERS</p> <p>The Performance Guarantee is to contain the wording of the document included in C1.3.</p> <p>The security to be provided by the Contractor shall be:</p> <p>Fixed Performance Guarantee of 10% of the accepted Contract Sum.</p> <p>The expiry date shall be the date, of the issue by the Engineer, of the Certificate of Completion of the Works.</p> <p>The percentage allowance to cover overhead charges is 10%.</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The values of the coefficients for calculating the Contract Price Adjustment Factor are:</p> <p>x = 0.1 a = 0.15 (Labour) b = 0.20 (Plant) c = 0.55 (Materials) d = 0.10 (Fuel)</p> <p>The indices for "L", "P", "M" and "F" as published by SAFCEC. "L" is the "Labour Index" "P" is the "Contractor's Equipment Index" "M" is the "Materials Index" "F" is the "Fuel Index"</p> <p>The "Consumer Price Index" will be as for the Province of Free State</p> <p>The base month is the month prior to the month in which the closing date for the tender falls. Contract Price Adjustment is not allowed in this project.</p> <p>Price adjustments for variations in the costs of special materials are allowed.</p> <p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p> <p>The percentage retention on the amounts due to the Contractor is 10%.</p> <p>The limit of retention money is 5% of the tender offer excluding contingencies and VAT.</p> <p>A retention guarantee in lieu of a cash retention is permitted.</p>
<p>8.</p> <p>Clause 8.6.1.1.2:</p> <p>Clause 8.6.1.1.3:</p> <p>Clause 8.6.1.2:</p>	<p>RISKS AND RELATED MATTERS</p> <p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is <u>nil</u>.</p> <p>The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is <u>nil</u>.</p> <p>Special Risks Insurance issued by SASRIA is required.</p>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>8.6.1.1.3</p> <p>Clause 8.6.1.3:</p>	<p>The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.</p> <p>The limit of indemnity for liability insurance is <u>R10 000 000,00 (ten million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.</p>
<p>10.</p> <p>Clause 10.5.3:</p> <p>Clause 10.7.1:</p>	<p>CLAIMS AND DISPUTES</p> <p>The number of Adjudication Board Members to be appointed is one.</p> <p>Unresolved disputes shall be referred to arbitration.</p>
<p>G1003</p> <p>Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part G: Small Contractor Development</p>	<p>CONTRACT PARTICIPATION</p> <p>(b) Contract Participation Targets</p> <p>The Contract Participation Target for Targeted Enterprises is <u>30%</u></p>

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Fourth Edition (2025).

1. GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer’s Agent” means:

“Works” means:

“Site” means:

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

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

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means 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.

2. CONTRACT DETAILS

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

3. GUARANTOR’S LIABILITY

3.1 The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

3.2 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.

3.3 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.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 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.

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

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 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 4.2.2;

4.2.2 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 4.2.1 and the sum certified has still not been paid;

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, 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:

4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 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 4.3; and

4.3.3 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.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, 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.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

4.8 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.

- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, 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.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 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: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between Ngwathe Local Municipality (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 authorized 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. NLM: TEC-01/06/2026 EDENVILLE/NGWATHE: UPGRADING OF EXISTING OXIDATION PONDS

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER 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.

C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

NGWATHE LOCAL MUNICIPALITY
PRIVATE BAG 395
PARYS
9585

CONTRACT No. _____ FOR _____

ISSUED TO: NGWATHE LOCAL MUNICIPALITY (Hereinafter referred to as “the Employer”)

ON BEHALF OF..... (Hereinafter referred to as “the Contractor”)

In connection with

CONTRACT NO(Hereinafter referred to as “the Contract”)

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer’s Agent as such in terms of the Contract.

2. The Employer’s Agent’s certificate referred to in Clause 1 shall certify

- (a) that he is the Employer’s Agent in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 172 Burger Street, Pietermaritzburg or at such other address as the Employer shall in writing notify us.

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5. Our aggregate liability under this guarantee is limited to R

- 6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the witnesses named hereunder:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters

2. Name in Block Letters

C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. **Date:**

Contract No: For (contract title)

I, the undersigned (name of signatory)in my capacity as

..... of (name of Contractor)

duly authorized hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by: **Date:**
for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

- 1.1 Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section “Applicable SANS 1200 standardized specifications”.
- 1.2 Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- 1.3 The clauses in a specification in which further information regarding the Bill item can be obtained appear under “Reference clause” in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
- 1.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 1.5 The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- 1.6 The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 1.7 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).
- 1.8 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- 1.9 A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 1.10 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 1.11 The Tenderer must price each item in the schedule/bill of quantities in **BLACK INK**.
- 1.12 All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bill of Quantities.
- 1.13 While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

2. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless so ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum.

3. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. .

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be omitted.

4. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

5. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

The nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

6. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

mm	= millimetre	m ³ -km	= cubic metre-kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km-pass	= kilometre-pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t-km	= ton-kilometre
m ² -pass	= square metre-pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN-m	= meganewton-metre		

7. CONSISTENCY OF RATES

In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

B13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

exceeds a maximum of 15% of the Contract Sum (excluding contingencies, escalation and VAT).

- (ii) the rate, price or amount tendered for any other item differs by more than 20 (twenty) percent from the average of the rates, prices or amounts for the same item as tendered by those tenderers who submitted the lowest five responsive tender offers (or as tendered by all the

responsive tenderers if there are less than five responsive tenderers).

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

8. PAYMENT FOR LABOUR INTENSIVE COMPONENTS OF WORKS

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

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

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

9. LINKAGE OF PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

C2.2. SCHEDULE OF QUANTITIES

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NGWATHE LOCAL MUNICIPALITY
CONTRACT No. NLM: TEC-01/06/2026
For
EDENVILLE/NGWATHE: UPGRADING OF EXISTING OXIDATION PONDS

TENDER SUMMARY

DESCRIPTION	AMOUNT
SECTION 1: PRELIMINARY AND GENERAL	R
SECTION 2: INLET WORKS	R
SECTION 3: ANAEROBIC PONDS	R
SECTION 4: AEROBIC PONDS	R
SECTION 5: FACULTATIVE POND	R
SECTION 6: MATURATION POND	R
SECTION 7: STORMWATER CHANNEL & BERMS	R
SECTION 8: PERIMETER FENCE AND ACCESS GATE	R
SECTION 9: OPERATIONS BUILDING	R
SECTION 10: SLUDGE DRYING BEDS	R
TOTAL CARRIED FORWARD TO TENDER SUMMARY	
SUBTOTAL 1	R
Add: Contingencies (10% of SUBTOTAL 1)	R
SUBTOTAL 2	R
Add: VAT (15% of SUBTOTAL 3)	R
TOTAL CARRIED FORWARD TO FORM OF OFFER	R

Signed on behalf of the Tenderer(Signature)

Date:

Tenderer's Name..... (Company Name)

C3: SCOPE OF WORK

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C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the **SANS 1200 Standardized Specifications**

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SANS) in Pretoria.

SANS 10396:2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-4 (2002):	Targeted Construction Procurement (local resources)
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

C3.2: PROJECT SPECIFICATIONS

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

1.1 Employer's objectives

The main objective is the upgrading of existing oxidation ponds at the Edenville local community.

The current oxidation ponds at Edenville/Ngwathe under Ngwathe Local Municipality have been underperforming for the last few years. The oxidation pond system is meant to cater for both the Edenville and Ngwathe community.

The employer's secondary objectives during construction are to provide local enterprises and local labour with a substantial portion of work, provide training to local labourers and emerging entrepreneurs, and to use labour intensive methods and to execute the work with a high degree of safety.

The Employer requires that the work be of a high standard and completed as specified in the contract data.

1.2 Overview and location of the works

The description of the project contained in this section is merely an outline of the contract works and shall not limit the work to be carried out by the Contractor under this contract. Approximate estimated quantities of each type of work to be carried out are listed in the bill of quantities bound in this document. The Contractor will carry out all construction required as instructed by the Client.

The project is located in Edenville under Ngwathe Local Municipality, Free State. The scope of works included in this contract is as follows:

- Construct a new inlet works to provide for screening, dual grit removal channels and flow measurements.
- As the depth of the first pond is unknown, and thereof probably completely filled with sludge, it is suggested that two anaerobic ponds be constructed. The Anaerobic Ponds is suggested to have a retention period of not less than 24 hours. This should be sufficient to break down the organic fraction of the wastewater. Dimensions of 19m x 24m x 2.5m depth are suggested for each pond. The incoming wastewater enters at the floor level. A new outlet structure to be constructed. The primary ponds are to be lined with an HDPE lining to prevent seepage of raw sewage into the water table below. A sludge draw off using a pipe will also be included, this is important for increasing capacity and preventing sludge from re-suspending water.
- The existing second pond to be upgraded, refurbished and reshaped to meet Aerobic Pond requirements. The current size to increase to 155m x 55m and a depth of 1.5m. A new outlet structure to be constructed. A total retention of 12 days.
- The third and the fourth ponds to be upgraded to one large facultative pond, with dimensions 179m x 85m and a depth of 1.5m. A sludge draw off using a pipe will also be included, this is important for increasing capacity and preventing sludge from resuspending water. A total retention 25 days is provided for.
- Concrete channels to be constructed between Facultative and Maturation Ponds for the chlorination process.
- The fifth pond to be upgraded to a Maturation Pond, with dimensions of 44m x 35m x 1.2m. The final effluent will be routed into the Maturation Pond, ensuring that it is further polished using sunlight as a disinfecting agent. The pond to be lined with an HDPE liner to prevent raw sewerage from penetrating into the water table below, as well as prevent uncontrolled growth of vegetation into the pond.
- It is proposed that a sludge drying bed be constructed. Sludge encountered within the ponds will then be pumped out of the ponds and into the sludge drying beds at regular intervals. A

vacuum tank can be used to facilitate the pumping of the sludge from the ponds, thus ensuring

- that the capacity of the pond system is not affected over time.
- An operations building/ facility is also proposed, which will consist of an ablution facility and equipment storage.
 - The access road into the Oxidation Ponds System should be upgraded.
 - Construction of storm water diversion channels (earth-lined) and berm. This is required to redirect all runoff away from the oxidation ponds, as it could impact their capacity.
 - A perimeter fence and access gate should also be installed.

The proposed upgrade will have a total retention period of approximately 45 days at Peak Dry Weather flow, which is the accepted norm for the Oxidation Pond System

This contract covers the supply of all materials, labour, plant, and equipment for construction. The scope covers the establishment of the camp and plant on site, and the provision of offices and accommodation for supervisory staff, as well as training where applicable.

1.3 Procurement

1.3.1 Preferential procurement procedures

Direct Preference is given on the basis of the Targeted Enterprise status of the tenderer. Functionality points are allocated based on the Contract Participation Goal offered in terms of the engagement of Local Enterprises.

1.3.2 Scope of mandatory subcontract work

There is no mandatory subcontracted work, other than that the Contractor must subcontract to, or engage local enterprises so as to achieve his offered Contract Participation Goal. The choice of who and for which portions of the work he does that, is his own discretion. However, the contractor commits to work closely with the Community Development Workers, who will compile a local resource database to assist the contractor in maximizing the use of local resources. In inviting local enterprises to tender for subcontracted work, the contractor shall include the local enterprises identified by the Community Development Workers, except if they are deemed by the contractor to be unfit to provide the service or deliver the goods at the required quality, taking into account the entrepreneurial training available to empower them. In the event of a dispute between the Community Development Workers and the contractor as to the ability of an identified service local enterprise for a particular subcontract, the final choice shall lie with the contractor, following facilitation by the CLO and the Employers Agent.

1.4 Construction

1.4.1 Applicable SANS 2001 standards for construction works

There are no SANS 2001 standards applicable

1.4.2 Applicable national and international standards

The relevant provisions of the SANS 1200 as amended shall apply to the contract.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The Oxidation Ponds Area is located near Ngwathe and Edenville communities in Free State Province of South Africa, approximately 51km from Heibron via R34 and 48km from Kroonstad via R34. Co-ordinates for the Oxidation Ponds are:

Latitude: 27° 32'41.00"S
Longitude: 27°39'52.00"E

2.2 Access to site

Access will be directly from the R34 road. The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to vehicular access tracks and rights of way. No damage to fauna and flora located outside the limits of the project will be permitted on the contract.

PS-3 DETAILS OF THE WORKS

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract.

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

3.1 Detailed Civil Components

The works included in this contract are as follows:

- Establishment of camp and plant on site.

-
- Provision of office accommodation for the Engineer's staff

- Accommodation of traffic.
- Detection and adjustment of existing services.
- Site clearance.
- The Oxidation Ponds System will be designed to comprise the following pond system
 - Anaerobic Ponds
 - Depth between 2m to 4m
 - Retention not less than 12 hours' peak flow
 - Primary Aerobic Pond
 - Depth between 1.2m to 2.0m
 - Retention time 12 days
 - Secondary Facultative Pond
 - Depth between 1.2m to 1.5m
 - Retention time is 2 to 4 weeks
 - Maturation Pond
 - Depth between 1m to 1.5m

3.3 Community Liaison

The Community Liaison Officer is a vital means of communication between all parties involved with the project. The contractor shall make use of this communication channel and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the Community Development Workers. It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organizations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the Community Liaison Officer (CLO). Community Liaison Officer shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various civic and tribal structures in the area.

The Councilors shall identify and nominate a Community Liaison Officer to be appointed and paid by the Contractor out of the contract an amount of **R7000.00 monthly**.

- The CLO shall be full time employed on the project for the duration of the project.
- The CLO shall be the communication link with the contractor.
- The CLO and the Contractor's representative on the Councilors shall thus work close together.
- The CLO shall attend all technical meetings held by the Employer, the Contractor and the Employers Agent, and report to the Councilors.
- The CLO shall assist in compiling a skills audit of the available skills in the community.
- The CLO's functions shall further be as set out by the Council and requested by the Contractor.

3.4 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the SANS 1200 Standard Specifications or these project specifications, measurement and payment shall be in

accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

3.5 Rainfall Data

Extensions of time in respect of Clause 5.12.2.2 (GCC 2025) in terms of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof.

$$V = (Nw - Nn) + \left(\frac{Rw - Rn}{X} \right)$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

Rainfall data, etc. will be provided to the successful Tenderer.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

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

Certain aspects however require further attention as described hereafter.

4.1.1 Planning and Programme (Read with SANS1921-1:2004 clause 4.3) Preliminary programme

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

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

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

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract time is approximated at 6 months but the contractors may tender their period of construction. Plant and personnel requirements to complete the project must be incorporated in the Tender.
- b) The relocation of services (if required)
- c) Ancillary works by Emerging Contractors

Programme in terms of Clause 12 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 12 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The Contractor's attention is also drawn to clause 40.3 of the General Conditions of Contract 2004.

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

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

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

See B1205 below for the arrangement regarding the site laboratory.

4.5 Survey beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)

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

4.6 Existing Services (Read with SANS 1921 - 1 : 2004 clause 4.17)

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

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

A provisional amount is included in the bill of quantities for the protection of services.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Employers Agent immediately.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.7 Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.18)

4.7.1 General statement

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

Contractor shall comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), Construction Regulations, 2014 by the Department of co.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

4.7.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Part E of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit before commencement of his works his own documented Health and Safety Plan for the execution of the works under the contract. His Health and Safety Plan must comply with the employer's specification, at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;

- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas(Regulation 5);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

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

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

Cost of compliance with the OHS Act Construction Regulations

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

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification. 4.16 Management of the environment (Read with SANS 1921 - 1 : 2004 clause 4.19)

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

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Employers Agent and the local communities.

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

(b) Fires

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

The contractor shall engage actively in the local fire protection and disaster management structures.

(c) Environmental Management Plan

In addition to the above, all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications Part C Section 2, shall be adhered to.

To be highlighted is that it is a requirement of the Record of Decision regarding the Environmental

Management Plan that the Employer shall appoint a full time Environmental Control Officer whose duty it shall be to independently monitor compliance with the environmental requirements of the contract and to report to the Employer. The ECO shall be given full access to the site and shall be invited to all Community Development Workers and technical project meetings and shall receive all minutes. The ECO shall be skilled in the specific environmental mitigation measures provided for in the scope of works and shall provide the project technical team with technical guidance. However, the work instructions shall be issued by the Employers Agent.

PS 5.1 DRAWINGS, SAMPLES AND INSPECTIONS**PS 5.1.1.1 Tender Drawings**

The drawings issued to Tenderers as part of the Tender Document shall NOT be used for construction.

The drawings issued separately for tender purposes are listed in Part C3.5: Annexures.

PS 5.1.1.2 Design Drawings

The design drawings for the any structural steel walkways shall be submitted to the Engineer for approval.

Where requested the design of temporary works must be submitted to the Engineer for approval.

PS 5.1.1.3 Manufacturing drawings

The Contractor shall timeously provide workshop drawings for the following for the Engineer's review and approval

Manufacture and delivery of these items shall not proceed without the Engineer's written instruction to proceed.

The Contractor shall timeously advise the Engineer of inspections at the manufacturer's premises to enable the Engineer to perform said inspections.

PS 5.1.1.4 Record (as-built) drawings

The Contractor shall provide 'To-Scale' record (as-built) general arrangement drawings of all the relevant equipment. Such drawings shall be made available in an approved electronic format such as AutoCAD and shall be submitted to the Employer's Agent prior to issue of the Taking Over Certificate.

PS 5.2 EMPLOYER'S DESIGN

The drawings prepared by the Employer form part of the Employer's Requirements; the Contractor shall execute the Works in accordance with these.

The Contractor shall confirm that structures constructed by others are represented correctly on the drawings.

Where drawings for the structures have been prepared by the Engineer, the Contractor shall base his drawings on the Engineer's drawings and shall check that his equipment fits into and can operate satisfactorily within the structures shown on the Engineer's drawings.

PS 5.3 CONTRACTOR'S DESIGN**PS 5.3.1 Duties**

The Contract includes the following duties in respect of the Works:

- Manufacture
- Supply
- Delivery
- Installation and construction
- Preparation of as-built drawings
- Compilation and preparation of Operations and Maintenance Manual
- Testing
- Commissioning

- Training
- Quarterly inspection and service visits & upholding during the defects notification period.

PS 5.3.2 Design procedures

The Contractor shall interface the proposed equipment with the proposed structure.

Any modification to the structure or temporary measures required shall be detailed on drawings and sent to the Engineer for approval.

Modification of the structure and the provision of temporary measures shall only commence once the Contractor has received written approval from the Engineer.

PS 5.3.3 Contractors Documents

Drawings forming part of the Contractor's Documents to be provided in accordance with the requirements of Clause 5 of the General Conditions of Contract shall comply with the following:

One hard copy set and an electronic copy of all drawings shall be provided.

A register of all the Contractor's documents shall be provided with each submission.

Drawings shall be prepared in accordance with the latest issue of SANS 10111.

Item lists shall be provided on the drawing or on a separate parts list. Item descriptions shall include the material of construction, quantity and full identification information, including, as applicable, brand name, manufacturers.

PS-6 EPWP LABOUR INTENSIVE SPECIFICATION

6.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 2CE, 2SQ or higher and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE, 2CE, 2SQ or higher, 5CE and 6CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-intensive Construction systems and Techniques to Work Activities	This unit standard must be completed, and one of these 3-unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain roads and Stormwater Drainage	
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-intensive Construction methods to Construct, Repair and Maintain Structures	
Foreman / supervisor	4	Implement Labour-intensive Construction systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (ie the contractor's most senior)	5	Manage Labour-intensive Construction Processes	Skills Programme against this single unit standard

Personnel	NQF level	Unit standard titles	Skills programme description
representative who is resident on the site)			

6.2 Employment of unskilled and semi-skilled workers in labour-intensive works

6.2.1 Requirements for the sourcing and engagement of labour

6.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and the specifications.

6.2.1.2 The rate of pay set for a day task is 90% of the statutory daily wage applicable for the area.

6.2.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

6.2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.

6.2.1.5 The Contractor shall, through the Community Liaison Officer, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

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

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

6.2.2 Specific provisions to training

The skills audit conducted by the Community Development Workers will inform the Contractor's training programme. The contractor shall hence design a training programme for labour and entrepreneurs and submit it to the Employers Agent for approval.

This programme shall be submitted to and discussed with the transport of Labour (see below). Such training that cannot be provided by the DOL will be provided by commercial training institutions on a quotation basis. This category of training paid under the contract, must be endorsed by the Employers Agent prior to the appointment of the training institutions.

The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

An allowance equal to 100% of the daily rate shall be paid by the contractor to workers who attend formal training.

Proof of compliance with the requirements of the above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B.1. APPLICABLE STANDARDISED SPECIFICATIONS

Although not bound in nor issued with this document the following Standardised Specifications shall form part of the Contract and, notwithstanding the provisions of sub-clause 2.2 of SANS 1200, the editions specified below shall apply:

- SANS 1200 A - 1986 General
- SANS 1200 AA - 1986 General (Small Works)
- SANS 1200 AB - 1986 Engineer's Office
- SANS 1200 AH - 1986 General (Structural)
- SANS 1200 C - 1980 Site Clearance (As Amended 1982)
- SANS 1200 DA - 1988 Earthworks (Small Works) (As Amended 1990)
- SANS 1200 DB - 1989 Earthworks (Pipe Trenches)
- SANS 1200 DK - 1996 Gabions and Pitching
- SANS 1200 DM - 1981 Earthworks (Roads, Sub grade)
- SANS 1200 GA - 1982 Concrete (Small Works)
- SANS 1200 L - 1983 Medium-Pressure Pipelines
- SANS 1200 LB - 1983 Bedding (Pipes)
- SANS 1200 LE - 1982 Storm water Drainage
- SANS 1200 LG - 1983 Pipe Jacking
- SANS 1200 M - 1996 Roads (General)

B.2 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS

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.

B.2.1 VARIATIONS ON STANDARDIZED SPECIFICATIONS

Should any requirement of the Project Specification conflict with any requirement of the Standardized or Particular Specification, the requirement of the Project Specification shall prevail.

PSA GENERAL**PSA 3 MATERIAL (Clause 3)****PSA 3.1 QUALITY (Sub-Clause 3.1)**

All material required for this contract shall bear the official standardisation mark.

PSA 4 PLANT (Clause 4)**PSA 4.1 CONTRACTOR'S OFFICES, STORES AND SERVICES (Sub-Clause 4.2)**

Add the following to this sub clause:

PSA 4.1.1 Storage (New Sub-clause)

The Contractor shall supply sufficient protection for perishable material to the satisfaction of the Employers Agent, and all materials shall be used in the order in which it was delivered. Cement older than three months shall be removed from the site and shall not be used in the Works.

PSA 4.1.2 Restrictions on Employee Accommodation

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

The Employer will place at the disposal of the Contractor and area to able him to erect his site offices, workshops, stores, and any temporary camp the Contractor may wish to erect for his personnel. The temporary housing and ablution facilities shall comply with the requirements of the local authority

PSA 4.2 CAPACITY OF PLANT AND EQUIPMENT (New Sub-Clause)

Add as Clause 4.3:

The Contractor shall supply plant and equipment in sound working condition and of adequate capacity to complete the Works well within the period or periods specified or stated in the appendix to the tender. In addition, he shall have available on the Site adequate standby plant to ensure that operations designed to be executed continuously are not disrupted because of the breakdown of any plant provided for such operations.

No laboratory facilities are required on site. The Contractor shall use an independent laboratory for the necessary tests.

The cost of all testing to be carried out by the Contractor in terms of the requirement of the relevant SANS 1200 standards shall be included in the rates for the various work items listed in the Schedule of Quantities. No separate payments shall be made in this regard.

The Employers Agent may order the Contractor to arrange special check tests to be carried out by an approved independent laboratory. The results of these tests shall be made available to the Contractor.

The cost of special check test ordered by the Employers Agent shall be borne by the Employer if the test results indicate compliance with the specification and by the Contractor if the results indicate noncompliance with the specification.

PSA 8 MEASUREMENT AND PAYMENT (Clause 8)**PSA 8.1.1 METHOD OF MEASUREMENT, ALL SECTIONS (Sub-Clause 8.1.1)**

In no case will any dimensions be allowed or any quantities be included in the measurement for payment which shall exceed the dimensions required by the contract, or as ordered in writing by the Employers Agent in the case of extra work.

The quantities as shown in the Bill of Quantities, are estimated quantities and are used for comparing tenders and awarding of the contract. It shall be noted that only the actual work executed or materials supplied will be measured and paid for, therefore billed quantities may be increased or decreased as allowed for in the General Conditions of Contract.

C3.3: PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION	C72
PART D: DAYWORK.....	C77
PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION	C80
PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP).....	C90
PART G: PROCUREMENT	C107

3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter, etc.),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractors and subcontractors staff and participants may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.,) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Participants must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc.,).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills.

- The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of participants, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C.17 Participant Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.

- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated participant collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc.) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C.11 and C.16.

3.3 PARTICULAR SPECIFICATIONS

PART D: DAYWORK

PART D: DAYWORK

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

D1. SCOPE

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

D2. TYPE OF WORK

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

D3. MATERIALS

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Schedule of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Schedule of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

D4. CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Section D of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction plant shall include all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing/maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the daywork.

D5. SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension

contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D6. MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of Vibroclock hours worked and each item of plant shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of daywork claims.

C3.3 PARTICULAR SPECIFICATIONS

PART E: OHS 1993 HEALTH AND SAFETY SPECIFICATION

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause E1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" are therefore interchangeable and shall be read in the context of the relevant document.

- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract 2015.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatary, without derogating from his status as an employer in his own right.

- (c) “**Employer’s Agent**” where used in this specification, means the Employer’s Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer’s Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Schedule of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J ‘Contractor’s Health and Safety Declaration’ in section T2.2 ‘Returnable Schedules’.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely, in accordance with the Act and Construction Regulations and his tender shall be deemed non-responsive.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer’s Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer’s Agent, subcontractors, employees, representative trade unions, and health and

safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E6.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

E6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E7. APPOINTMENT OF SAFETY PERSONNEL

E7.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

E7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction superintendent** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction superintendent where justified by the scope and complexity of the works.

E7.4 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHS Act 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E7.5 Health and safety committee

In terms of Section **19 of the Act (OHS Act 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with **all** requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representatives of trade unions.

E9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHS 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction superintendent, any assistant construction superintendents, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E7.1 to E7.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Schedule of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

ANNEXURE 2 (to OHS 1993 Health and Safety Specification)

To: The Provincial Director, Department of Labour,

ANNEXURE 2

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

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of Contractor:

.....

(a) Name and telephone number of Contractor's contact person:

.....

2. Contractor's compensation registration number:

3. (a) Name and postal address of Employer:

.....

.....

(b) Name and telephone number of Employer's contact person or agent:

.....

4. (a) Name and postal address of designer(s) for the project:

.....

.....

(b) Name and telephone number of designer's(s') contact person(s):

.....

.....

5. Name and telephone number of Contractor's Construction Manager on site appointed in terms of regulation 8(1):

.....

6. Name(s) of Contractor's assistant construction manager(s) on site appointed in terms of regulation 8(2):

ANNEXURE 2 - Continued

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

.....

.....

9. Expected commencement date:

10. Expected completion date:

.....

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

Total: Male: Female:

.....

12. Planned number of subcontractors on the construction site accountable to Contractor:

.....

13. Name(s) of subcontractors already selected:

.....

.....

.....

.....
Contractor

.....
Date

.....
Employer's Agent (where applicable)

.....
Date

.....
Employer

.....
Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

C3.3 PARTICULAR SPECIFICATIONS

PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

PART F: REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

F1. INTRODUCTION

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour intensive technologies to create job opportunities. This involves the use of plant and labour, where labour is preferred and plant is used appropriately.

The Ngwathe Local Municipality is in the process of intensifying EPWP activities by implementing National Youth Service (NYS) programmes on projects undertaken by the Department.

F2. NATIONAL YOUTH SERVICE (NYS)

F2.1 The National Youth Service (NYS) Programme

The National Youth Service (NYS) Programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

F2.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled participants under the National Youth Service (NYS) programme shall be implemented in accordance with the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 4 May 2012.

The aforementioned Government Notice No. R63 contains the standard terms and conditions for participants employed in elementary occupations on a Special Public Works Programme. These terms and conditions do not apply to persons employed in the supervision and management of a Special Public Works Programme.

Furthermore, the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 4 May 2012 shall also apply to the work to be undertaken on this contract by unskilled or semi-skilled participants under the National Youth Service (NYS) programme.

C3.1.7.1 Payment for the Labour-Intensive Component of the Works:

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2 Applicable Labour Law

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

C3.1.7.3 Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

In this document –

- (a) “*department*” means any department of the State, implementing agent or contractor;

- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi- skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

C3.1.7.4 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis or contract basis.

C3.1.7.5 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work–
 - a. more than forty hours in any week
 - b. on more than five days in any week; and
 - c. for more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C3.1.7.6 Meal Breaks

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C3.1.7.7 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C3.1.7.8 Daily Rest Period

- (a) Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

C3.1.7.9 Weekly Rest Period

- (a) Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

C3.1.7.10 Sick Leave

- (b) Only workers who work for more than 24 hours have the right to claim sick-pay in terms of this clause
- (c) A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- (d) A worker may accumulate a maximum of twelve days’ sick leave in a year
- (e) Accumulated sick-leave may not be transferred from one contract to another contract.
- (f) An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- (g) An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
- (h) An employer must pay a worker sick pay on the worker’s usual payday.

- (i) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (j) absent from work for more than two consecutive days; or
- (k) absent from work on more than two occasions in any eight-week period.
- (l) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (m) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

C3.1.7.11 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
 - a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - b. if agreed to between employer and worker; or
 - c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

C3.1.7.12 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
- (d) the employee's spouse or life partner;
- (e) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

C3.1.7.13 Statement of Conditions

An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

C3.1.7.14 Keeping Records

Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) in the case of a task-rated worker, the number of tasks completed by the worker;
- (g) in the case of a time-rated worker, the time worked by the worker;
- (h) Proof of payments made to each worker.

- (i) The employer must keep this record for a period of at least three years after the completion of the EPWP.

C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A worker may not be paid less than the minimum EPWP wage rate of R.....per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation).
- (c) A task-rated worker will only be paid for tasks that have been completed.
- (d) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (e) A time-rated worker will be paid at the end of each month.
- (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (g) Payment in cash or by cheque must take place –
 - a. at the workplace or at a place agreed to by the worker;
 - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c. in a sealed envelope which becomes the property of the worker.
- (h) An employer must give a worker the following information in writing –
 - a. the period for which payment is made;
 - b. the numbers of tasks completed or hours worked;
 - c. the worker's earnings;
 - d. any money deducted from the payment;
 - e. the actual amount paid to the worker.
- (i) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (j) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.1.7.16 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
 - a. repay any payment except an overpayment previously made by the employer by mistake;
 - b. state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c. pay the employer or any other person for having been employed.

C3.1.7.17 Health and Safety

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

C3.1.7.18 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.

- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.7.19 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have the contract terminated. However, the worker may be re-engaged if a position becomes available.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

C3.1.7.20 Certificate of Service

On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

C3.1.7.21 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

C3.1.7.22 Provision of Hand tools

- (a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

C3.1.7.23 Reporting

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) Plant utilization returns

Progress report detailing production output compared to the programme of works

F2.3 EPWP-NYS programme manager

The Contractor shall be required to liaise closely with the EPWP-NYS programme manager who is responsible for the recruitment and training of the youths.

F2.4 Persons to be employed under the NYS programme

The EPWP-NYS programme manager shall provide the Contractor with a list of the 40 youths to be employed and the training that each of these 40 youths have received to date, and only these 40 youths shall be employed by the Contractor under the NYS programme.

The Contractor shall effect the employment in two separate 6-month cycles, with the employment of 20 youths for the first 6-month cycle only, followed by the employment of 20 different youth for the second 6-month cycle only.

F2.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this Part F of section 3.3 Particular Specifications.

F2.6 Employment of targeted labour

The Contractor will be contractually obliged to:

- (a) employ all participants on the list provided by the NYS-EPWP programme manager;
- (b) brief participants on the conditions of employment;
- (c) enter into a formal contract of employment with the participants, which contract will form part of the Employment Agreement;
- (d) keep personnel files and make copies available to the EPWP-NYS programme manager if and when requested;
- (e) ensure that payments to participants are made in accordance with Government Notice No. R63.

The youths employed under the NYS programme shall be paid at the rate of pay for poverty alleviation projects in Free State, as set by the Department of Public Works, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly.

F2.7 Training of youth participants

All youth participants will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g., painting, carpentry, etc.);
- (d) entrepreneurship and business skills training.

All training will be arranged by the EPWP-NYS programme manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for participants with specific skills. The EPWP-NYS programme manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each NYS youth participant throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS youth participant.

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications. The facility shall accommodate a class of up to 10 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	24 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	10 off
(e)	Desk area for 10 learners (500 mm width)	=	5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	3 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	4 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	4 off

(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	2 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	2 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	6 m ²

F2.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. R63 and R64 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme participant participants:

- (a) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (b) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993 for as long as they are contracted to the Contractor, and to pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (c) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (d) provide all participants with the necessary protective clothing and equipment as required by law for the specific trades in which the participants are involved, in addition to the overalls stipulated for NYS participants;
- (e) assist in the assessment of participants with regards to their competencies in their respective trades;
- (f) provide overall supervision and day-to-day management of participants;
- (g) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required;
- (h) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the beneficiary contract;
- (i) provide safe on-site storage facilities for tools and apparel issued to the participants.

F2.9 Apparel and tools for NYS participants

The Employer's Agent will provide each NYS participant with two orange overalls with markings as specified by the EPWP-NYS programme manager.

A list of all apparel and tools to be provided to each NYS participant shall be provided to the Contractor by the EPWP-NYS programme manager after consultation with the training provider and the Contractor.

The Contractor shall provide the NYS participants with all such listed tools and apparel necessary for their on-site work, including appropriate safety apparel, as well as with safe storage facilities on site, the cost of which shall be refunded to the Contractor through the provisional sums included in the Schedule of Quantities for this purpose. The NYS participants shall be responsible for the safe on-site storage of all tools and apparel issued to them, using the storage facilities provided on site by the Contractor.

Certain specified apparel and tools issued to the NYS participants will become the property of the NYS participants after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent.

F2.10 EPWP-NYS signboard

The Contractor will be required to erect a signboard displaying the EPWP and NYS logos, indicating that this project is part of the EPWP and NYS. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of

Quantities for this purpose.

PROVISION OF STRUCTURED TRAINING

CONTENTS

1 SCOPE

2 GENERIC TRAINING

3 ENTREPRENEURIAL SKILLS TRAINING

4 INSERVICE TRAINING

4 MEASUREMENT AND PAYMENT

1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

2 GENERIC TRAINING

2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

Course Description	Estimated No. Of Trainees	Estimated Duration (Days)
1. Plumbing for construction workers	
2. Steel fixing	
3. Concrete handling, placing and finishing	
4. Shuttering	
5. Welding	

2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

Such details shall be entered on or attached to Form T45 included herein.

2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.

- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)
- (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
- (e) relevant PPE required for the project works
- (f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.

2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C132 of this document (form 2.2)

PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH PARTICIPANTS

F4.02 Supply 2 x EPWP branded overalls to each youth workerUnit: PC.Sum

Youth worker overalls should be orange (top and bottom) as per EPWP branding specification with the exception of Correctional Services contracts where the overalls should be blue (top and bottom). **A minimum of two overalls per youth worker should be supplied.**

F4.02 (a) Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item F4.02 for the supply of EPWP designed overalls as per the EPWP branding specification provided by the EPWP unit, and the Service Provider. The Service Provider will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items F4.02 (a) will be paid to the contractor on the value of each payment pertaining to the supply of overalls and hard hats to cover his expenses in this regard.

3 ENTREPRENEURIAL SKILLS TRAINING

3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.

3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Industry Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor.

3.6 The structured training will comprise out of the following as decided by the Employer:

Course Description	Estimated Duration (Days)
1. Basic Business Principles
2. Basic Supervision
3. Running A Business
4. Legal Principles
5. Achieving Standards

3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to form T46 of the forms to be completed by the tenderer.

3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

3.9 All entrepreneurial training shall take place within normal working hours.

3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C132 of this document, (form 2.2)

4. IN SERVICE TRAINING

4.1 The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

4.1.1 Details of in-service training

- (i) The contractor shall attach to applicable returnable form the basic details of his proposed in-service training programme, which details shall inter alia include the following:
- the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
- the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.
- (vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

4.1.2 Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract".

All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

5 MEASUREMENT AND PAYMENT

	ITEM	UNIT
	E12.05 Provision for training	
(a)	Generic skills Provisional (list training courses)	sum
(b)	Entrepreneurial skills Provisional	sum

(c)	Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d)	Training venue (only if required)	lump sum
(e)	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum)	sum
(f)	Additional supervision during practical training	lump sum

The prime cost sums are provided to cover the actual costs (including wages, tools and PPE) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item 4.1(c) is a percentage of the amount actually spent under sub-items 4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for 4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

(i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.

(ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredited training as specified in the document.

The lump sum tendered for 4.1 (e) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

F3. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

F3.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. ***The data that is required to be kept and maintained for each project includes:***

F3.1.1 Beneficiary data

A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or other unique identifier).
- (b) Beneficiary profiles – nationality, gender, age, education level and disability status.
- (c) Monthly work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.

F3.1.2 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

- (a) Daily attendance register – register for each day showing all the participants that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

F3.1.3 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the participants showing the wages paid to each participant, and signed off by each participant as proof of receipt and acceptance of payment. Information on this register must include the name of the participant, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

Alternatively,

- (b) Bank records showing the transfers to each participant account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the participant, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

F3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalent (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

PRO FORMAEXPANDED PUBLIC WORKS PROGRAMME
CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:
Address:
ID:

AND

PARTICIPANT

Name:
Details:
ID:

1. I am pleased to confirm that you have been appointed to work on a task based employment contract within a Expanded Public Works Programme (EPWP) project. Within this employment contract you will undertake numerous groups of tasks.
2. This employment contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herewith.
3. The project where you will be employed is located at.....
4. This employment contract will start on
5. You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:
 - a) The contractor does not get additional contracts from the EPWP.
 - b) Funding for the programme in your area comes to an end.
 - c) You repeatedly do not perform in terms of the tasks set out in your work programme.
 - d) You have worked a maximum of 24 months within a 60 month cycle.
6. You will be employed as a.....within the team.
7. While you are working you will report to
8. Payment
 - a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
 - b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
 - c) You will only be paid for work completed.
9. In addition to the conditions above, all the terms and conditions of employment on EPWP apply to your employment. If you breach any of these terms your contract may be terminated.
10. Signatures:

Signed on this day of

Contractor: Date:

Participant: Date:

Witness: Date:

C3.3 PARTICULAR SPECIFICATIONS

PART G: PROCUREMENT

G3.3.1 Sub-Contracting

Notwithstanding other requirements of the Contract, the Contractor shall not sub-contract any part of the Contract without the prior consent of the Engineer, which consent shall not be unreasonably withheld.

G3.3.2 Appointment of Sub-Contractors

Any consent granted in terms of C3.3.1 or appointment of the sub-contractor in terms of G3.3.1 or G3.3.2 shall not imply a contract between the Employer and the sub-contractor, or a responsibility or liability on the part of the Employer to the sub-contractor and shall not imply a contract between the Engineer and the sub-contractor, or a responsibility or liability on the part of the Engineer to the sub-contractor and shall not relieve the Contractor from any liability under the Contract and he (the Contractor) shall be liable for the acts, defaults and neglects of any sub-contractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

G3.3.3 Payment of Sub-Contractors

Before the Engineer, in terms of Clause 6.10.1 [Interim Payments] of the General Conditions of Contract for Construction Works (Third Edition, 2015), issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor in terms of Clause 4.4 [Sub-Contracting] of the General Conditions of Contract for Construction Works (Third Edition, 2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

(a) Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment, and

(b) Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing, The Employer shall be entitled to pay directly such sub-contractor (nominated or otherwise) on the Engineer's certificate all payments (less retention moneys) the Contractor has failed to make to such sub-contractor and to deduct, by way of settlement, the amount so paid by the Employer from Scope of Works any moneys owing to or that may become owing to the Contractor.

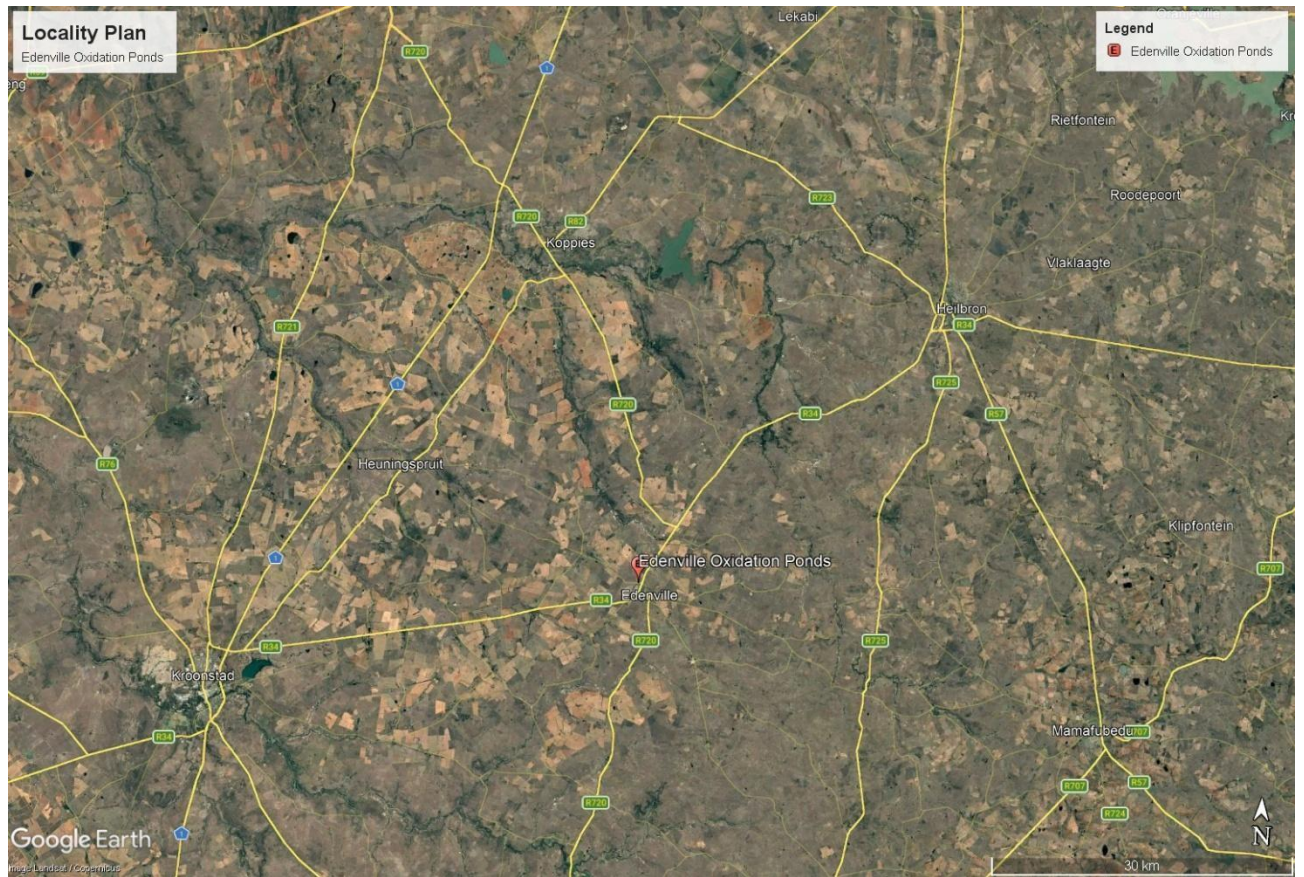
Provided always that where the Engineer has certified and the Employer has paid directly as aforesaid, the Engineer shall, in issuing any further certificate in favour of the Contractor, deduct from the amount thereof the amount paid direct as aforesaid, but shall not withhold or delay the issue of the certificate when due to be issued in terms of the Contract.

C4: SITE INFORMATION

C4.1: LOCALITY PLAN C109
C4.2: EXAMPLE OF CONTRACT SIGNBOARD DETAILS C110
C4.3: DRAWINGS C111

C4: SITE INFORMATION

C4.1. Locality Plan



C4: SITE INFORMATION

C4.2. Example of Contract Signboard Details

C4: SITE INFORMATION

C4.3. Drawings

A soft copy of all drawings will be sent to tenderers via a link