

# TENDER DOCUMENT



Project Name	Project Number
DESIGN AND RECONSTRUCTION OF A 2.0KM MUNICIPAL ACCESS ROAD IN GA-LEKGWARA AND STORMWATER CONTROL (TURNKEY PROJECT)	BM23/25/26

Contact : Ms Monyemangena MM– Acting Manager: SCM

Tel : (015) 505 7100 Fax : (015) 505 0296

COMPANY NAME


CONTACT PERSON: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TENDER AMOUNT (In figures): R \_\_\_\_\_

(IN WORDS): \_\_\_\_\_

\_\_\_\_\_

**VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

***BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW***

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms **VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

***BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW***

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
  - a. CLIENT, EMPLOYER, BLOUBERG LOCAL MUNICIPALITY, MUNICIPALITY
  - b. BID, TENDER AND VARIATIONS THEREOF
  - c. JOINT VENTURE / CONSORTIUM
  - d. TENDERER, BIDDER, CONTRACTOR

- **FULL DESCRIPTION OF THE TENDER**

1.1 Blouberg Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database (CSD) on Turnkey basis for Design and reconstruction of a 2.0km municipal access road in Ga-Lekgwara and storm-water control.

**1. RULES FOR BIDDING**

2.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.

2.2 All Bidders submitting bids as part of a consortium or joint venture must submit recent reports from CSD not older than three months.

2.3 Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids.

2.4 The municipality reserves the right to return late bid submission unopened.

2.5 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

2.6 The appointed provider will be paid an amount claimed within thirty days upon the receipts of the invoice.

2.7 The appointed service provider will also bill the municipality for the agreed service rendered.

2.8 Bidders must attach proof of parties involved in the joint venture.

2.9 The Bid document must be properly signed by a party having the authority to do so, according to the example of "Authority or Signatory"

2.10 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears for more than three months from the date of the advert.

2.11 Bidders will be disqualified if:

2.11.1 Any bidders who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.

2.11.2 they are bankrupt or being wound up, are having their affairs administered by the courts,

- 2.11.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- 2.11.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;
- 2.12 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - 2.12.1 Who is in the service of the state, or;
  - 2.12.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - 2.12.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause conflict of interest
- 2.13 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 12 of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.
- 2.14 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.
- 2.15 Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.
- 2.16 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the bid document.
- 2.17 Bid documents must be submitted in a sealed envelope clearly marked with the project name and number.
- 2.18 Fully completed and signed bid documents must be deposited into the tender box located at Blouberg Municipality, next to reception office.



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

Blouberg Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database on Turnkey basis for Design reconstruction of a 2.0km municipal access road in Ga-Lekgwara and Stormwater Control.

The municipality will enter into a service level agreement with the appointed service provider to clarify terms and conditions for the duration of the project

Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions will be available as a day after the briefing session on E-tender portal ([www.etender.gov.za](http://www.etender.gov.za)) and Municipal Website ([www.blouberg.gov.za](http://www.blouberg.gov.za))

***NB! A compulsory site clarification meeting with the relevant representatives of the Municipality will take place as follows (All Covid-19 regulations will be observed):***

Project Number	Bid Description	Compulsory Site Briefing Session	Preference Point System	Closing Date and Time	Contact Person
BM23/25/26	Design and reconstruction of a 2.0km municipal access road in Ga-Lekgwara and stormwater control in (Turnkey Project)	<b>Date:</b> 19 February 2026 <b>Venue:</b> Ga-Lekgwara <b>Time:</b> 11h00 GPS Coordinates: 23°15'07"S 28°58'34"E (Dikgoale Primary School)	80/20 Preferential Points Functionality = 100. Equity = 20 (refer to the HDI Status table)	<b>DATE:</b> 13 March 2026 <b>TIME:</b> 11H00	Ms Monyemangena MM Ms. Motsoko MMB Tel: 015 505 7100

**When downloaded from the municipal website, tender documents are uncontrolled and the responsibility lies with the bidder to ensure the printout is in line with the Authorized Version on the system.**

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked TENDER" Description of Project / Project Number" as mentioned above. The closing date for submission of Tender bids is **BM23/25/26**

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework of 2022, on 80/20-point system. Tenders will remain valid for 90 (ninety) days.

Enquiries related to this tender should be addressed to Ms. MMB Motsoko and Ms Monyemangena MM at (015) 505 7100 during working hours.

Municipal Address

**MR. RAMOTHWALA RJ  
MUNICIPAL MANAGER  
BLOUBERG MUNICIPALITY  
P.O BOX1593  
SENWABARWANA  
0790**

DESIGN AND RECONSTRUCTION OF A 2.0KM MUNICIPAL ACCESS ROAD AND STORMWATER CONTROL IN GA-LEKGWARA (TURNKEY PROJECT)

**T1.2 BID DATA**

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

<b>Clause number</b>	<b>Data</b>
F.1.1 ACTIONS	The Employer is: The Municipal Manager Blouberg Local Municipality 2 <sup>nd</sup> Building Dendron Road Senwabarwana 0790
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: Ms. Motsoko MMB Address: 2 <sup>nd</sup> Building Dendron Road Senwabarwana 0790 Tel: 015 505 7100 Email: motsokom.blm@gmail.com
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.2 SUBMITTING A TENDER OFFER	The <b>whole original</b> bid document, <b>as issued by the Municipality</b> , shall be submitted. <b>No copies will be accepted.</b> Bids may only be submitted on the Bid documentation issued by the municipality
F.2.13.3 BRIEFING SESSION	<b>Date:</b> 19 February 2026 <b>Venue:</b> Ga-Lekgwara <b>GPS Coordinates:</b> 23°15'07"S 28°58'34"E (Dikgoale Primary School)
F.2.14 CLOSING DATE & TIME	<b>DATE: 13 March 2026</b> <b>TIME: 11H00</b>  <b>It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline.</b> <b>Late, faxed or e-mailed tenders will not be considered.</b>
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 14 days to respond to the service offer.

Clause number	Data
<p>F.1.10 CERTIFICATES AND ATTACHMENTS</p>	<p>The bidder is required to attach the following <b>Valid documents</b> to the tender document:</p> <ul style="list-style-type: none"> <li>• Detailed Company Profile with contactable reference</li> <li>• Proof of Company Registration CK</li> <li>• Authority of signatory (must be a registered person with ECSA)</li> <li>• Certified copy of B-BBEE Certificate(SANAS Accredited)</li> <li>• Qualifications and competence of Key Staff</li> <li>• Detailed Curriculum Vitae of Key Staff indicating involvement in comparable projects</li> <li>• Proof of Design Engineer and Team Leader Status (Valid ECSA Registration Certificate as a Professional)</li> <li>• Valid COIDA registration with Department of Labour</li> <li>• The master registration number or tax compliance status pin [or valid copy of tax clearance]</li> <li>• Company experience Roads and Stormwater related projects (Attach Appointment Letters and Completion Certificates-instructions are further indicated on the notes)</li> <li>• Statement of Municipal rates and taxes not in arrears for more than three months before closing date of all company directors and of a company residing within the billing municipality (if leasing municipal rates and taxes of the landlord and valid lease agreement). If residing within the Tribal Authority jurisdiction, please submit a letter (not older three months) from Tribal Authority and Municipality indicating that the area does not pay or been billed for municipal rates and taxes for all company directors and of a company (if residing the non-billing area).</li> <li>• A Certified ID copies of all directors not older than 6 months</li> <li>• CSD summary report printed within 5 days of closing date.</li> <li>• Complete the returnable documents (MBD forms)</li> <li>• Valid CIDB registration 6 CE or Higher.</li> <li>• Joint Venture Agreement where applicable.</li> <li>• Attach signed financial statements for the past 3 consecutive years (22/23-24/25 Financial Years)</li> <li>• Pages have to be colour coded as per Table of Contents</li> </ul> <p><b>Note:</b> Failure to attach the above documents will lead to automatic rejection of your Bid.</p>
<p>F.1.11 OPENING OF BID SUBMISSIONS</p>	<p>The time and location for opening of the bid offers Immediately after the closing time <b>11H00</b> on the closing date <b>13 March 2026</b></p> <p><b>Location:</b> Blouberg Local Municipality (Head Office) - Old Municipal Building, 02<sup>nd</sup> Building Mogwadi Road, Senwabarwana, 0790</p> <p>Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.</p>

Clause number	Data
F.1.12 TWO-ENVELOPE SYSTEM	A two-envelope procedure will <b>not</b> be followed.
F.1.12  ARITHMETICAL ERRORS	<p>a) Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>
F.1.13 EVALUATION OF BID OFFERS	<p>Stage 1: The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b> - point preference system.</p> <ul style="list-style-type: none"> <li>- where 80 points will be allocated in respect of price</li> <li>- 20 points will be allocated towards targeted goals</li> </ul>
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Blouberg Municipality is <b>one</b> .
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity.</li> <li>4 The bid document shall be submitted as a whole and shall <b>not</b> be submitted in parts.</li> </ol>

Clause number	Data
	<p>5 <b>List of returnable documents (PART T2) must be completed in full.</b> (i.e.: A bidder's company profile <b>will not</b> be used by the BLM to complete PART T2 on behalf of the bidder)</p> <p><b>NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.</b></p>

## F.1 Standard Conditions of the Bid

### F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

### F.1.2 Tender Documents

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

### F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

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

c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

### F.1.4 Communication and employer's agent

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

### F.1.5 The employer's right to accept or reject any tender offer

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

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

### **F.2.2 Cost of tendering**

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

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

### **F.2.3 Check documents**

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

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

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation. The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except in so far as is specifically required for the consideration and evaluation of the response or as may be required under law.

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may arise in terms of international trips.

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

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

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery of the vehicles, subject to inspection by the Employer.

F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

### **F.2.11 Alterations to documents**

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

### **F.2.12 Alternative tender offers**

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

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

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

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as "ORIGINAL"

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

**F.2.15 Closing Time**

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender Offer Validity**

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

**F.2.18 Provide other material**

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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

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

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

#### **F.2.21 Check final draft**

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

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

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

#### **F.2.23 Certificates**

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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

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

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

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

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

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

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon a formal request.

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

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

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

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

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

- a. Complies with the requirements of these Conditions of Tender,
- b. Has been properly and fully completed and signed, and
- c. Is responsive to the other requirements of the tender documents.

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

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

### **F.3.9 Arithmetical errors**

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a. Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- b. If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.

**F.3.10 Clarification of a tender offer**

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

**F.3.11 EVALUATION METHODOLOGY**

- In addition to all items highlighted under Page 2 titled “**Very Important Notice on Disqualifications**”, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
- Tenders will be evaluated using the 80/20 points allocation system.

**F.3.13 Acceptance of tender offer**

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

**F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of bidders in the form of tender register on the municipal website

**F.3.14 Municipality's right to accept or reject any or all Bids**

*The municipality reserves the right to:*

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

**F.3.15. Prepare contract documents**

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of the returnable documents,

- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

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

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

## **2. List of attachments required for Evaluation Purposes**

- Detailed Company Profile with contactable reference
- Proof of Company Registration CK
- Authority of signatory (by the registered person with ECSA)
- Certified copy of B-BBEE Certificate(SANAS Accredited)
- Qualifications and competence of Key Staff
- Detailed Curriculum Vitae of Key Staff indicating involvement in comparable projects
- Proof of Project Director's Professional Status (Valid ECSA Registration Certificate as a Professional)
- Valid COIDA registration with Department of Labour
- The master registration number or tax compliance status pin [or valid copy of tax clearance]
- Company experience in Roads and Stormwater related projects (Attach Appointment Letters and Completion Certificates-instructions are further indicated on the notes)
- Statement of Municipal rates and taxes not in arrears for more than three months before closing date of all company directors and of a company residing within the billing municipality (if leasing municipal rates and taxes of the landlord and valid lease agreement). If residing within the Tribal Authority jurisdiction, please submit a letter (not older three months) from Tribal Authority and Municipality indicating that the area does not pay or been billed for municipal rates and taxes for all company directors and of a company(if residing the non-billing area).
- A Certified ID copies of all directors not older than 6 months
- CSD summary report printed within 5 days of closing date.
- Complete the returnable documents (MBD forms)
- Valid CIDB registration 6CE or Higher.
- Joint Venture Agreement where applicable.
- Attach financial statements for the past 3 con years (22/23-24/25 Financial Years)
- Professional Indemnity Insurance for the Design Engineer's Company not less than R 2 000 000.00 for each and every claim
- Pages have to be colour coded as per Table of Contents
- Submit Joint venture agreement in case of JV. All parties are expected to attach their individual returnable documents except for consolidated B-BBEE certificate and combined CIDB grading
- Relevant CIDB Grading (6CE OR HIGHER)
- Completion of Form of Offer
- Completion and Compliance with Addendum
- A certified copies of Historically Disadvantage Individuals (HDI) or targeted goals as identified and requested/directed.

- Bid document must be printed in the colours indicated on table of Contents
- Completed MBD forms
- Each party to joint venture must attach proof of joint venture agreement (if applicable)
- Professional Indemnity Insurance for the Design Engineer's Company not less than R 2 000 000.00 for each and every claim
- Proof of registration with Engineering Council of South Africa(ECSA) for design Engineer
- Three years audited signed financial statements (2022/23, 2023/24, 2024/25)

### **3. EVALUATION METHODOLOGY**

#### **3.1 Evaluation of bid offers**

**Administrative Requirements refer to List of Attachments Required for Evaluation Purpose.**

**This bid will be evaluated and adjudicated according to the criteria below:**

- Relevant specification
- Functionality as per tender data
- Compliance to Tender Specification
- MFMA & Supply Chain Management Regulations
- Blouberg Local Municipality Supply Chain Management Policy

**3.2 Evaluation methodology:**

**Stage 1: Administrative Requirements : refer to List of Attachments Required for Evaluation Purpose)**

**Stage 2: Functionality**

**N.B : The bidders will only be evaluated on functionality point system and those who get more than threshold (80%) will be evaluated further.**

The bidders tender responsiveness in relation to points is therefore summarized as follows:

Personnel	40
Experience of Firm on similar or comparable projects	40
Plant and Equipment.	20
<b>TOTAL</b>	<b><u>100</u></b>

**Design Engineer: (Maximum Points obtainable 15)**

**Name of Design Engineer.....**

Evaluation Criteria	Minimum Required	Elimination Factor	Maximum Points obtainable	Points Claimed
Academic Qualifications (Note 1)	Below B.Eng or Bsc or B Tech in Civil Engineering	Yes	0	
	B.Eng or Bsc or B Tech in Civil Engineering or higher	Yes	2(upon submission)	
	<b>NB: In case correct submission of the above requirements is made obtainable weight is 2</b>			
Valid Professional Registration	Professional Engineer (Pr. Eng.) or Professional Engineering Technologist (Pr. Tech. Eng.) in Civil Engineering	Yes	2(upon submission)	
	<b>NB: In case correct submission of the above requirements is made obtainable weight is 2</b>			
<b>Sub-total</b>			<b>4</b>	
Years of experience after qualification in Roads and Stormwater	0-6	Yes	0	
	7	No	1	
	8	No	2	
	9 and above	No	3	
<b>Sub-total</b>			<b>3</b>	
	0-5	Yes	0	

Years of experience after registration (as professional Engineer or Technologist) in Roads and Stormwater	6	No	1	
	7	No	2	
	8 and above	No	3	
<b>Sub-Total</b>			<b>3</b>	
Involvement in comparable projects in Roads and Stormwater (Note 4)	0-5	Yes	0	
	6	No	1	
	7	No	2	
	8 and above	No	3	
<b>Sub-Total</b>			<b>3</b>	
Current Employment (Note 5)	Full time employed by the Consulting Firm	No	2	
<b>Sub-total</b>			<b>2</b>	
<b>Total</b>			<b>15</b>	

**NB: Automatic disqualification will be when the Design Engineer is the same person as Team Leader**

**Personnel (Maximum points obtainable 15%)**

**Team Leader: .....(Maximum Weight obtainable 25)**

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Weight obtainable (%)</b>
Academic Qualifications ( <i>refer to Note 01</i> )	Below B Eng/B-Tech Degree/NQF Level 7 in Civil Engineering	<b>Yes</b>	<b>0</b>
	B Eng/B-Tech Degree/NQF Level 7 in Civil Engineering or Higher	Yes	5
	<b>NB: In case correct submission of the above requirements obtainable weight is 8%</b>		
Professional Registration ( <i>refer to Note 01</i> )	Professional Engineer (Pr. Eng.) or Professional Engineering Technologist (Pr. Tech. Eng.) in Civil Engineering	Yes	5
	<b>NB: In case correct submission of the above requirements obtainable weight is 8%</b>		
<b>Sub-total</b>			<b>10</b>
Involvement in Roads and Stormwater Engineering projects after registration as a professional Engineer or Technologist ( <i>refer to Note 01</i> )	<b>Number of projects after professional registration</b>	<b>Elimination Factor</b>	<b>Weight obtainable (0%)</b>
	0-5	Yes	0
	6	No	2
	7	No	3
	8 upwards	No	4
<b>Sub-total</b>			<b>5</b>
<b>Total</b>			<b>15</b>

Safety Officer:

*(Maximum Points obtainable 5)*

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable
Academic Qualifications	National Diploma in Safety management / SAMTRAC	Yes	5
<b>Sub-total</b>			<b>5</b>
Experience as Safety Officer in infrastructure projects	1	Yes	0
	2-4	No	3
	5 upwards	No	5
<b>Sub-total</b>			<b>5</b>
<b>Total</b>			<b>10</b>

**Note 1: Academic Qualifications**

Design Engineer and Team Leader must possess academic qualifications in Civil Engineering. Team Leader must be registered as either Professional Engineer or Professional Engineering Technologist with ECSA. Proof of academic qualifications and professional registration certificate in the form of copies must be attached to the Team Leader and Assistant Team Leader CVs and SAPS Sworn Affidavit confirming that the employee is employed by the tendering entity. Foreign qualifications must be accompanied by a certificate from Qualifications Certification Body. Failure to provide this proof of academic qualifications, SAPS Sworn Affidavit and CVs will result in the Team Leader and Assistant Team Leader being regarded as not having minimum prescribed qualifications, and will eliminate the tender from further evaluation.

**EXPERIENCE OF FIRM (Maximum Weight obtainable 40)**

Provide proof of the company's previous completed projects which is in the form appointment letters/purchase orders and completion certificate. Verifiable references (appointment letters) with contact details must be attached. In case of the subcontracted work, kindly attach the Appointment letters of the appointed main contractor and their completion certificates. Furthermore, kindly attach appointment letters and completion certificate of the subcontractor. Failure to submit the required information is not an elimination factor, however, zero points will be allocated.

Evaluation Criteria	Evaluation Criteria (Number)	Elimination Factor	Points obtainable	Subcontracted projects	Points Claimed
Company experience in terms of Roads and Stormwater projects	<b>0-5 Projects</b>	<b>Yes</b>	<b>0</b>	<b>0</b>	
	6 Projects	No	20	10	
	7 Projects	No	30	15	
	8 - Projects upwards	No	40	20	
<b>Sub-Total</b>			<b>40</b>	20	
<b>TOTAL</b>			<b>40</b>	20	

DESIGN AND RECONSTRUCTION OF A 2.0KM MUNICIPAL ACCESS ROAD AND STORMWATER CONTROL IN GA-LEKGWARA (TURNKEY PROJECT)

**PLANT (Maximum Points obtainable 20)**

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

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)
Firm's plant and equipment – <b>Note:</b> Proof of ownership (Valid eNatis Certificate and proof of purchase for Roller and Excavator) the firm's equipment or Letter of intent from the lessor must be attached and their valid eNatis Certificate plus proof of purchase for Roller and Excavator must be attached and failure to do so will result in forfeiting the plant points	Grader x1	No	4	2
	Firm's number of TLBs x1	No	3	1.5
	Firm's number of Tipper Truck x 1-10m3	No	3	1.5
	Firm's number of LDVs x 1	No	3	1.5
	Excavator x1	No	4	2
	Roller x 1	No	3	1.5
<b>Sub-total</b>			<b>20</b>	<b>10</b>
<b>Total</b>			<b>20</b>	<b>10</b>

**Stage 3: Evaluation on Price 80/20 and HDI/Specific points****3.1 Financial offer and evaluation on price points**

- ✓ Score Bid evaluation points for financial offer.
- ✓ Confirm that Bidders are eligible for the HDI claimed, and if so, score Bid evaluation points for HDI.
- ✓ Calculate total Bid evaluation points (Price points plus HDI points)
- ✓ Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- ✓ The bidder obtaining the highest number of total points will be awarded the contract.
- ✓ Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- ✓ Points scored must be rounded off to the nearest 2 decimal places.
- ✓ In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for HDI.
- ✓ However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for HDI, the successful bid must be the one scoring the highest score for functionality.
- ✓ Should two or more bids be equal in all respects, the award shall be decided by the drawing

**3.2 Price formula**

$$N_p = \frac{80[1 - (P_t - P_{min})]}{P_{min}}$$

- Where:  $N_p$  = the number of bid/tender adjudication points awarded for price.
- $P_t$  = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- $P_{min}$  = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

**3.2 Commercial Risk Analysis**

Prior to being recommended for further evaluation, a bid will be subjected to risk analysis to ensure that it would, if accepted, not place the Municipality or the bidder, at undue risk. A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Municipality:

- Unduly low tendered sums
- Unduly high individual rates
- Unduly low rates
- Imbalances in pricing

**Stage 4: Evaluation in terms of the 80/20 Preference Point System:****Evaluation on Price and HDI / Specific points (80/20 Preference Point System)****4.1 Scoring for HDI / SPECIFIC GOALS (20 points)**

- a. Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022 (municipal SCM policy as amended), which stipulate a 80/20 point split for requirements not exceeding R50 000 000.00.
- b. Bidders must attach certified copies of HDI (as to be required/directed) to claim HDI points. Failure to attach the valid HDI required copies points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.
- c. Historical Disadvantage Individuals (target goals) or any other specific goals Contributor Number of points (20)

Preferential Elements		20 Points
Historical Disadvantage Individual - Contributor		Number of Points: 20
1.	Locality = [(Capricorn = 4 / Limpopo= 2/Outside = 1)]	4 (Attach proof of address and affidavit supporting proof of address)
2.	Gender [(Women = 8, Men = 4)]	8 (Attach certified copies of Identity Documents)

PUBLIC DOCUMENT

3.	Youth =2 [18 – 35]	2 (Attach certified copies of identity documents)
4.	Race [Blacks (Africans, Coloureds and Indians) = 4, White = 2]	4 (Attach certified copies of Identity Documents)
5.	Disability [Any]	2 (Form of proof / letter / medical report signed and certified by a Qualified Medical Doctor)
6.	Non-compliant contributor	0



**PART T2 LIST OF RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES .....
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES .....
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT .....
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

**NOTE:**

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

**T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

**CONTENTS**

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

**[PLEASE NOTE: IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED. WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE. ANNEX SIGNATURE EVEN IF YOU WROTE N/A]**

**FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

- a) Total Turnover in the previous financial year? R\_\_\_\_\_
- b)
- c) Estimated turnover for current financial year? R\_\_\_\_\_

**List your current contracts (IF ANY) and obligations [maximum]:**

Description	Location	Value (R)	Start date	Duration	Expected completed date

**FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]**

**PLEASE ATTACHED A CERTIFIED COPY OF THE CERTIFICATE**

**FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**  
**[N.B.NOT COMPULSORY]**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

**Give a minimum of two (2) names and telephone numbers and e-mail address per reference. Please provide latest contact details.**

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	<hr/> <hr/>			
	<hr/> <hr/>			
	<hr/> <hr/>			

**FORM 2.1.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS**  
**[IF NOT WRITE N/A ACROSS THE TABLE]**

Provide details on all sub-contractors you intend utilising for this contract

Type of work to be used for	a % of contract	Name of sub-contractor	B % HDI ownership	c = a x b Total contribution to HDI ownership
<b>Total % of contract sub-contracted</b>		<b>Total contribution of HDI ownership:</b>		

**FORM 2.1.5 FINANCIAL REFERENCES****DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I / We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	(    )
Account number	
Type of account, (i.e. cheque account)	

**FORM 2.1.6** DETAILS OF ALTERNATIVE BIDS SUBMITTED  
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid.

DESCRIPTION

**FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

See condition of bid  
Attach additional information on a separate sheets and initial all of them

PAGE	DESCRIPTION



## **T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

### **CONTENTS**

FORM 2.2.1	DECLARATION
FORM 2.2.2	DECLARATION OF INTEREST
FORM 2.2.3	MBD 7.1
FORM 2.2.4	MBD8
FORM 2.2.5	MBD 9

**FORM 2.2.1 DECLARATION:**

I/ We, the undersigned:

- (a) Bid to provide to BLOUBERG LOCAL MUNICIPALITY (BLM) with described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) Confirm that this bid may only be accepted by BLOUBERG Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
- (e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between BLM and the undersigned;
- (g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;
- (h) Acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of BLM that the claims are correct. If the claims are found to be inflated, BLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by BLM as a result of the award of the contract and/or cancel the contract and claim any damages which BLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) Declare that no municipal rates and taxes or municipal service charges owed by the bidding company or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears; and
- (k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

[PLEASE SIGN ON BEHALF OF THE BIDDER]

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Name of Bidding Entity: \_\_\_\_\_

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

As witness: \_\_\_\_\_

**FORM 2.2.2 DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state including in instances of non-directors of the entity and also those who may be sub-contracting.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

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

**Identity Number:** \_\_\_\_\_

**Tax Number:** \_\_\_\_\_

**VAT Number:** \_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

3.2 Have you been in the service of the state for the past twelve (12) months? **YES / NO**

If yes, furnish particulars \_\_\_\_\_

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

**YES / NO** \_\_\_\_\_

If yes, furnish particulars \_\_\_\_\_

\* SCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

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

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

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE AUTOMATICALLY REJECTED.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Name

## 1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

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

3. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
4. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
5. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
6. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
DATE:	

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

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

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

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

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

- 2 This Municipal Bidding Document must form part of all bids invited.
- 3 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 4 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - been convicted for fraud or corruption during the past five years;
  - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 5 **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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM 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**

**FORM 2.2.5 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- a) This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- b) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup>
- c) 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:
  - i. 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.
  - ii. 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.
- d) This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of

---

(Name of Bidder)

that:

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:
  - has been requested to submit a bid in response to this bid invitation;
  - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;

- b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]**

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

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

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

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



## **T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT**

### **CONTENTS**

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENT **FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

**[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]**

Signature of Authorized person: \_\_\_\_\_ Date: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_ Position: \_\_\_\_\_

## **PART T3: TENDER SPECIFICATIONS**

### **3.1 BID SPECIFICATION**

BLOUBERG LOCAL MUNICIPALITY would like to appoint a competent service provider registered on the national Central Supplier Database for the **Design and reconstruction of a 2.0km municipal access road and stormwater control in Ga-Lekgwara (Turnkey Project)**

#### **SCOPE OF WORK**

The scope of the project entails the Design and reconstruction of a 2.0km municipal access road and stormwater control in Ga-Lekgwara (Turnkey Project):

- Conduct thorough investigation/study of site, including the existing infrastructure services as well as ensuring that all households are correctly captured
- Provide a preliminary estimate on the design and upgrading of a 2km access road with 80mm interlocking pavers and culverts complete with wingwalls and stormwater control.
- Design, facilitate proposal, construct and monitor implementation of the project
- Liaise with the community/stakeholders through the ward councilor and the project CLO for the implementation of the project from commencement to completion
- Provide an offered cost for the project
- Provide a cost breakdown for both professional fees and construction costs
- Detailed and Priced Bill of Quantities
- Construction/Working drawings
- Completion/Close-out Report
- Design a Labour Intensity Construction to create 35 Work Opportunities

#### **1. Work**

Specification Notes:

- a) All works should be in accordance with the relevant specified specification (SABS ENV197-1)
- b) All labour cost shall be included in the quoted rate.

#### **2. Preliminaries**

- a) The specific contractor shall supply, deliver and construct all works in accordance with the specified concrete strength.
- b) All concrete works and concrete structures must comply with ISO 9001-2000 and SANS Approved and or SABS Compliant.

#### **3. Final site inspection**

The completed construction works, upgrading and all concrete works, will be inspected by a municipal official to authorise and sign off the construction documentation.

#### **4. Payment Processes**

The final invoice will be presented to the municipality with a detail report containing all the communication from the municipality and including clients, supporting documentation indicating that the Design and reconstruction of a 2.0km municipal access road in Ga-Lekgwara and stormwater control was constructed in accordance with the Municipality's expectation. Failure to provide this information will result in non-payment.



## **PART C2 AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)9A) OF MINE HEALTH AND SAFETY ACT 29 OF

C1.3 PERFORMANCE AGREEMENT

C1.4 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997

C1.5 CONTRACT DATA

**C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]****FORM OF OFFER AND ACCEPTANCE (AGREEMENT)****1. OFFER BY THE BIDDING COMPANY**

The Employer, identified in the Acceptance signature block, has solicited offers to enter a Turnkey contract in respect of the following works: Design and reconstruction of a 2.0km municipal access road and stormwater control in Ga-lekgwara-Turnkey Project. The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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 BID PRICE INCLUSIVE OF VALUE ADDED TAX****IN WORDS:**


---



---

**(IN FIGURES), R**

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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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:**

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

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

(Bidding Company Name) \_\_\_\_\_

Name of Witness \_\_\_\_\_

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

**2. ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part C1 Pricing Data

Part C2 Agreements and Contract Data, (which includes this Agreement)

Part C3 Scope of Work

AND Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are DESIGN AND RECONSTRUCTION OF A 2.0KM MUNICIPAL ACCESS ROAD AND STORMWATER CONTROL IN GA-LEKGWARA (TURNKEY PROJECT) 51

given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 EMPLOYER: BLOUBERG LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]**

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

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**3. SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]**

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

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

Details \_\_\_\_\_

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

Details \_\_\_\_\_

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

Details \_\_\_\_\_

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

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder 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 BIDDER [PLEASE SIGN]:**

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

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

Capacity \_\_\_\_\_

(Bidder's Name) \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

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

**FOR THE EMPLOYER: BLOUBERG LOCAL MUNICIPALITY [PLEASE SIGN]**

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

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT29 OF 1996**

This AGREEMENT made at ..... on this ..... day of ..... in the year ..... between Blouberg Local Municipality (hereinafter called “the Employer” on the one part, herein represented by ..... in his capacity as ..... And delegate of the Employer and ..... (hereinafter called “the Principal Contractor”) of the other part, herein represented by ..... in his capacity as

..... WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No **BM23/25/26 For DESIGN AND RECONSTRUCTION OF A 2.0KM MUNICIPAL ACCESS ROAD AND STORMWATER CONTROL IN GA-LEKGWARA (TURNKEY PROJECT)** in the Blouberg Local Municipality of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, February 2014):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer's Agent requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 5.14 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African B Institution of Civil Employer's Agent (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clause 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following: -
  - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i. Section 7: duties of Principal contractor and Contractor.
    - . Section 8: Management and supervision of construction work
    - iii. Section 37: Acts or omissions by employees or mandatories and
    - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
    - v. Construction Regulations 2014, and other safety regulations, as applicable.
  - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:

- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1) (a) of the Mine Health and Safety Act of 1996, The Blouberg Local Municipality. Shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for ....., with effect from ..... until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.

- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the SHE Management Standards, the Contractor’s Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the Council, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine. You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

**SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION**

**4.1 APPOINTEE .....**

**WITNESS: 1..... 2.....**

**NAME (IN CAPITALS) 1..... 2.....**

**DATE: .....**

**SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER**

.....

**WITNESS: 1..... 2.....**

**NAME (IN CAPITALS) 1..... 2.....**

**DATE: .....**

**Copy to: The Chief Inspector - Department of Minerals and Energy**

**C1.3 PERFORMANCE GUARANTEE**

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

-----

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: -----

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

Physical address: -----

-

-----

Postal address: -----

-

-----

Tel:-----

-

Fax: -----

--

“Employer” means: **Blouberg Local Municipality.**

“Contractor” means: -----

-

----- (Please put name of

firm)

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

“**Employer’s Agent**” means: -----

-

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

“**Site**” means: The land and other places, made available by the Employer for the purpose of the

contract, on under over in or through which the works are to be executed or carried out.

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

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

Amount in words: -----  
-

“**Expiry Date**” This Guarantee shall expire upon the issue of the **Completion Certificate** issued by Blouberg Local Municipality signed by the Director of Engineering Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

**CONTRACT DETAILS**

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

**PERFORMANCE GUARANTEE**

- 1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
- 2. Expiry Date” This Guarantee shall expire upon the issue of the certificate of completion issued by Blouberg Local Municipality signed by the Director of EMPLOYER’S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.

3. The Guarantor hereby acknowledges that:

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

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

4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand 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;

4.2 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 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, 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.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

- 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.
- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

Signed at

.....

Date

.....

Guarantor's signatory (1)

.....

Capacity.....

Guarantor's signatory (2)

.....

Capacity

.....

Witness signatory (1)

.....

Witness signatory (2)

.....



and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, ..... as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary. Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:.....

.....

DATE:

.....

.....

WITNESS: 1. .... 2. ....

NAME(Print): 1. .... 2. ....

I, ....., having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:.....

.....

DATE:

.....

.....

WITNESS: 1. .... 2. ....

NAME(Print): 1. .... 2. ....

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.  
(To be printed on Contractors letter head)**

**APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMEDEMMENT ACT (ACT NO. 72 OF 1997)**

I, ..... in my capacity as ....., having been appointed in terms of Section 3(1) of the Act (as amended), by the Municipal Manger: The Municipality, who is our client, 'Blouberg Local Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of Regulations 2.13.2 of the Act as amended, appoint ..... as Competent Person in charge of machinery for the Contractor, ..... of address ..... and contact number, ..... on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED:.....

DATE: .....

NAME: .....

SIGNED:.....

DATE:.....

NAME: .....

## **C1.4 ABSTRATS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMMENDMENT ACT NO. 72 OF 1997**

### **DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

(a) “used as a noun-

(i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or

(ii) any other place where a mineral deposit is being exploited, including the mining area an all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another

(iii) a works; and

b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.

a) whether that substance is in solid, liquid or gaseous form;

b) that occurs naturally in or on the earth, in or under water or in tailings, and

c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out

a)The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or

b)Training at any central rescue station, or

c) The making, repairing, re-opening or closing of any subterranean tunnel, or

d) Any operations necessary in connection with any of the operational listed in this paragraph

## **C1.5 CONTRACT DATA**

### **C1.5.1 GENERAL CONDITIONS OF CONTRACT**

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

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

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

The Joint Building Contracts Committee for building works (Series 2000 of 2007) Published by the Joint Building Contracts Committee South Africa (JBCC) is also applicable.

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. GENERAL**

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

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

## 2. ADDITIONAL SPECIAL CONDITIONS OR AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

### 2.1 General

The following clauses add to, vary or otherwise amend the General Conditions of Contract:

#### 2.1.1 Cession (CL 2.5.1)

Delete the words “without the written consent of the other”.

#### 2.1.2 Contractor’s Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12:

“Where a form is included in the Appendix to the Contract Data for this purpose, the Bidder shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered in the list. The Contractor’s Site Agent shall be on Site at all times when work is being performed. The person as approved of by the Employers Agent in writing shall not be replaced or removed from Site without the written approval of the Employers Agent.”

#### 2.1.3 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

“Failure on the part of the Contractor to deliver to the Employers Agent, the

- programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

Within the period stated in the Contract Data, shall be sufficient cause for the Employers Agent to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.

#### 2.1.4 Contractor’s Designs and Drawings (CL 5.9.7)

“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered Employers Agent, accomplished in such specific field of DESIGN AND RECONSTRUCTION OF A 2.0KM MUNICIPAL ACCESS ROAD AND STORMWATER CONTROL IN GA-LEKGWARA (TURNKEY PROJECT)

practice and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”

#### 2.1.5 Suspension of the Works (CL 5.11)

Add the following sub-clause 5.11.6 to Clause 5.11:

“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.

The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3. If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable”

#### 2.1.6 Extension of Time Arising from Abnormal Rainfall (CL 5.12)

Add the following to sub-clause 5.12.2.2:

“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:

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

V = Extension of time in calendar days for 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 for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records

Rw = Actual recorded rainfall for the calendar month

Rn = Average rainfall for the calendar month, as derived from existing rainfall records

x = 20

The rainfall records which shall provisionally be accepted for calculation purposes are:

Based on records taken at: Rainfall Station: Pietersburg Lat: 23.8670 Lon: 29.4500 Height 1987 m

Average No of Days with Rainfall exceeding 10mm: 14.3 days/year

Average Rainfall : 476.52 mm/year

Years of record : 1997 – 2006

Month	Average rainfall for calendar month Rn mm	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn days
Jan	85.11	2.2
Feb	77.61	2.2
Mar	58.57	1.7
April	18.87	0.6
May	8.22	0.2
June	4.47	0.1
July	0.76	0
August	0.63	0
Spetember	2.32	0
October	33.72	1.1
November	97.08	3.1
December	89.16	3.1

The factor  $(N_w - N_n)$  shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor  $(R_w - R_n)/x$  shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of  $N_n$  and  $R_n$ .”

#### 2.1.7 Guarantee (Security) (CL 6.2)

Delete the contents of the first paragraph of Clause 6.2.1 and insert:

“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Demand Guarantee, of Insurance Company registered in terms of the Short-

term Insurance Act (Act 53 of 1998) or registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity approved by the Employer, and shall conform in all respects to the format contained in the Appendix to the Contract Data.

Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.

Failure to produce an acceptable Demand Guarantee within the period stated in Clause 2.2.8 of the Contract Data is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to sub-clause 9.2.2.5 as amended in the Special Conditions of Contract.”

#### 2.1.8 Variations (CL 6.3)

Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.

#### 2.1.9 Interim Payments (CL 6.10.1)

Add to the end of Clause 6.10.1 the following paragraph:

“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employers Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Employers Agent. Issue by the Employers Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employers Agent”.

Add to the end of Clause 6.10.1.5 the following paragraph:

“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”

#### 2.1.10 Variations Exceeding 15 Per Cent (CL 6.11)

In sub-clause 6.11.1.3 omit the words “15 per cent” and replace with “20 per cent”.

2.1.11 Insurances (CL 8.6)

2.1.11.1 Contractor to produce proof of payment

Delete sub-clause 8.6.6 and substitute with:

“The Contractor shall before commencement of the Works produce to the Employers Agent:

8.6.6.1 The policies by which the insurances are effected,

1.6.6.1 Proof that due payment of all premiums there under, covering the full required period has been made, and

8.6.6.3 Proof of continuity of the policies for the required period.

Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration. The Employers Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.”

2.1.11.2 Remedy of Contractor’s failure to insure

Delete sub-clause 8.6.7 and substitute with:

“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2.5, as amended, in the Special Conditions of Contract.”

2.1.12 Termination of the Contract (CL 9.1)

Alter the numbering of:

Clause 9.1.5 to 9.1.6,  
Clause 9.1.6 to 9.1.7 and

insert the following new clause 9.1.5:

“The Employer shall be entitled to cancel the Contract, at any time for the Employer’s convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written  
DESIGN AND RECONSTRUCTION OF A 2.0KM MUNICIPAL ACCESS ROAD AND STORMWATER CONTROL IN GA-LEKWARA (TURNKEY PROJECT) 72

notice or the Employer returns the Demand Guarantee. The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

#### 2.1.13 Termination by Employer (CL 9.2)

Delete the contents of Clause 9.2 and substitute with:

“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:

9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or

9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or

9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employers Agent, a gratuity or reward or commission, or

9.2.1.4 The Contractor furnished materially inaccurate information in his Bid, which had a bearing on the award of the Contract, or

9.2.1.5 The Contractor has abandoned the Contract

9.2.2 If the Contractor:

9.2.2.1 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Employers Agent written notice to proceed, or

9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or

9.2.2.3 Has failed to proceed with the Works with due diligence, or

9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employers Agent written notice that the said materials or work have been condemned and rejected by the Employers Agent in terms of these conditions, or

9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or

9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employers Agent's instructions to the contrary, sublet any part of the Contract, or

9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer

may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employers Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any

time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.

9.2.3 If the Contractor, having been given notice to rectify a default in terms of 55.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word "writing" in Clause 55.2.7 above.

9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."

#### 2.1.14 Termination by the Contractor (CL 9.3)

Add the following paragraph as Clause 9.3.5:

“In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employers Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employers Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”

### 3. PRIORITY OF DOCUMENTS

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

- a) the Form of Offer and Acceptance.
- b) amplifications of the General Conditions of Contract within the Contract Data.
- c) additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) the General Conditions of Contract.
- e) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

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

**C1.5.2 CONTRACT SPECIFIC DATA**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Employer's Agenting (GCC).

The Joint Building Contracts Committee for building works (Series 2000 of 2007) Published by the Joint Building Contracts Committee South Africa (JBCC).

**SECTION 1: DATA PROVIDED BY THE EMPLOYER**

<b>Clause</b>	<b>Data</b>
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor. Duplicate to C1.5.2
1.1.1.15	The employer is the Blouberg Local Municipality, (BLM).
1.1.1.15	The BLM Agent is Ms. Motsoko MMB
1.1.1.16	The Employer's Agent representing the Consultant (N/A)
1.2.1	The employer's address for receipt of communication is: Telephone: (015) 505 7100 Address: P.O.Box 1593, Senwabarwana, 0790
3.2.3	The Employer's Agent is required in terms of his appointment with the employer to obtain the following specific approvals from the employer:- 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from BLM for the utilization of any Contingencies
4.3	The Health and Safety Plan shall be delivered and approved before the site handover/ commencement date.
4.9	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed Inventory of Construction Equipment kept on Site, full particulars given for each day of the Month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be Submitted by the seventh day of the month following the month to be reported.
4.10.2	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
	The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of</li> </ul>

	<p>Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</p> <ul style="list-style-type: none"> <li>• Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993 (Refer to Clause 4.3).</li> <li>• Initial programme (Refer to Clause 5.6).</li> <li>• Security (Refer to Clause 6.2).</li> <li>• Insurance (Refer to Clause 8.6).</li> </ul>
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 Days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.6.1 & 5.6.2	The Contractor shall deliver to the Employer's Agent, within 14 days calculated from the Commencement Date, a realistic programme in terms of Clause 5.6.1 and supporting documents in terms of Clause 5.6.2
5.8.1	The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays.
5.13.1	The penalty for delay is <b>R 5000.00</b> per calendar day or part thereof.
5.14.5.2	The Defects Liability Period is twelve (12) calendar months after the date of the final certificate of completion.
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate
6.2.1	The Guarantee is to contain the same wording as indicated in the document included as C1.3 under returnable documents. The amount of the Guarantee is to be 10% surety of the Contract Price.
6.5.1.2.3	Day work allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of the certified work done (including VAT).
8.6.1	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R 0.00
8.6.1.1.3	b) Professional fees not included in the Contract Price is R0.00
8.6.1.2	The following additional and varied insurances are required: CAR & SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.
Special Clause in terms of the project	<p>Requirements in terms of government's reconstruction and development programme.</p> <p>Target values: In this project the minimum target values shall be as follows:</p> <ul style="list-style-type: none"> <li>• Labour Maximisation (Wages) Minimum of 35 Labour</li> </ul>

	<ul style="list-style-type: none"> <li>• SMME's :Bidder to submit letter of intent</li> </ul> <p>It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 5 programme of construction.</p> <p><b><u>Penalties:</u></b></p> <p>The penalties for not reaching the required labour and SMME target values will be calculated at <b>300%</b> of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than <b>75%</b> of the planned monthly figures. No bonuses for achieving the set target values are applicable.</p>
EPWP	<p>Payment for works identified in the Scope of Works 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 payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p>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 timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>
Additional special Clauses	<p>a) the Municipality reserve the right not to appoint, or partially accept bidder price offer or not appoint entirely</p> <p>b) the bidder bind him/herself to adjust tendered rate in line with competitive market rates in the event it is discovered and proven that his/her tendered rates are exorbitant.</p> <p>c) all rates only items will be subject to adjustment if discovered and proven that such rates are exorbitant</p>

**SECTION 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Data
1.1.1.9	The Name of the Contractor is: ..... .....
1.2.1.2	The address of the Contractor is: Physical address: ..... ..... .....
1.2.1.2	Postal address: ..... ..... ..... e-mail address: ..... Contact numbers: Corporate: ..... Direct: ..... Mobile: ..... Fax: .....
1.1.1.14	Time for achieving Practical completion is.....Months (All Inclusive)

### **C1.5.3 VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT**

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

## **5. CONTRACTOR'S GENERAL OBLIGATIONS**

### **4.1 EXTENT OF OBLIGATIONS AND LIABILITY**

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.  
Add the following:

“4.1.1 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender. No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

#### **4.1.2 Extent of Contractor' obligations**

Add the following to this sub-clause:

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Construction Equipment, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion

of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.

(c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender Documents, or Construction Equipment equivalent thereto, are on the site when required.”

#### **4.3 LEGAL PROVISIONS**

Add the following sub-sub clauses:

##### **4.3.1.1 Mine Health and Safety Act, number 29 of 1996**

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

##### **4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002**

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

#### **4.4. SUBCONTRACTING**

Add the following subclasses:

##### **“4.4.7 Continuing obligation extending beyond date of completion of the work**

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

##### **4.4.8 Convert the subcontract**

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the

right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

(a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and

(b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

#### **4.9 CONSTRUCTION EQUIPMENT**

Add the following: sub clauses:

##### **“4.9.2 Preclude seizure of construction equipment**

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

##### **4.9.3 Constructional plant brought to the site by the subcontractor**

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor.”

## **5. TIME AND RELATED MATTERS**

### **5.4 ACCESS TO THE SITE**

Add the following sub clause:

5.4.4 "If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof."

### **5.14 COMPLETION**

Delete the following:

"5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5"

### **5.16 APPROVAL**

#### **5.16.1 Final Approval Certificate**

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Employer's Agent has issued the Final Approval Certificate.

## **6. PAYMENT AND RELATED MATTERS**

### **6.6 PROVISIONAL SUMS AND PRIME COST SUMS**

6.6.1.2.1 In the first line after the word "sums" insert "excluding VAT"

6.6.1.2.2 In the fourth line after the word "amount" insert "excluding VAT"

#### **6.10.5 Payment of retention money**

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:"

"Retention money shall become due when the Employer's Agent shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

## **6.11 VARIATIONS EXCEEDING 15 PER CENT**

6.11.1 Second paragraph:

Change “15%” to “30%”.

Add the following sub clause:

### **“6.11.2 Variations exceeding 30% per cent**

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Employer’s Agent, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”



## PART C2 PRICING DATA

### C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the: **BM23/25/26 For DESIGN AND RECONSTRUCTION OF A 2.0KM MUNICIPAL ACCESS ROAD AND STORMWATER CONTROL IN GA-LEKGWARA (TURNKEY PROJECT)** and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 5 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill
7. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

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

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications  
Quantity: The number of units of work for each item  
Rate: The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only  
Amount: The quantity of an item multiplied by the bid rate of the (same) item. Should be quoted in ZAR currency only  
Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only

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

% = percent h = hour  
ha = hectare  
kg = kilogram  
kl = kilolitre  
km = kilometre  
km-pass = kilometre-pass  
kPa = kilopascal  
kW = kilowatt l = litre  
m = metre  
mm = millimetre  
m<sup>2</sup> = square metre m<sup>2</sup>-pass = square metre-pass m<sup>3</sup> = cubic metre m<sup>3</sup>-km = cubic metre-kilometre MN = meganewton  
MN.m = meganewton-metre  
MPa = megapascal  
No. = number  
Prov sum = Provisional sum

PC sum = Prime Cost sum  
 R/only = Rate only  
 sum = lump sum  
 t = ton (1000 kg)  
 W/day = Work day

## **C2.2 PRICING STRUCTURE**

<b>No.</b>	<b>Description</b>	<b>Quantity</b>		<b>Unit Cost</b>	<b>Total price</b>
<b>1.</b>	Inception	Sum			
	Concept and Viability	Sum			
	Design Development and Documentation	Sum			
	Contract Administration and Supervision	Sum			
	Close Out	Sum			
<b>2.</b>	Survey				
	Geotechnical Investigations				
<b>3.</b>	Design and construct the following but not limited to:  -Design a 2.0km access road with the following proposed pavement layers: (i) Roadbed. (ii) Sub-base (iii) Base (iv) 80mm interlocking pavers (v) Design and construction of culverts complete with wing-walls and stormwater drains	Sum			
	Design should of Labour Intensity Construction to create a minimum of 35 Work Opportunities	Sum			
<b>4.</b>	<b>PRELIMINARY ITEMS</b>				
1	Site Establishment	Sum			
2	Provisional Sum for CLO (R5,000.00) for duration of the project	Month	5	R5,000.00	R20, 000.00

3	Provisional Sum for PSC sitting allowance (R200.00 per member per sitting, maximum of five members)	Month	5	R1,000.00	R5, 000.00
4.	Detailed and Priced Bill of Quantities with provision of up to 10%	Sum	1		
5.	Construction/Working drawings	Sum	1		
6.	Organize and coordinate monthly site progress meetings.	Sum	1		
7.	Compile and submit EPWP monthly labour reports.	Sum	1		
8.	Provide OHS audits on site	Sum	1		
9.	Compile compliance reports to any relevant stakeholders including other government departments.	Sum	1		
10.	Organize and coordinate monthly site progress meetings.	Sum	1		
11.	Compile and submit EPWP monthly labour reports.	Sum	1		
12.	Provide OHS audits on site	Sum	1		
13.	Compile compliance reports to any relevant stakeholders including other government departments.		1		
14.	Compliance with DMRE	Sum			
				<b>Subtotal [excluding Vat]</b>	
				<b>Vat @15%</b>	
				<b>Total [including vat]</b>	

## **PART C3: SCOPE OF WORK**

- C3.1 DESCRIPTION OF WORKS
- C3.2 ENGINEERING
- C3.3 CONSTRUCTION
- C3.4 MANAGEMENT

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

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

Blouberg Local Municipality, in consultation with the community, identified the need for the design and reconstruction of 2.0km municipal access road in Ga-Lekgwara and stormwater control. The employer's objectives are to deliver public infrastructure using intensive labour methods in accordance with EPWP Guidelines.

#### **Labour-intensive works**

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work.

#### **Labour-intensive competencies of supervisory and management staff**

*Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 5 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.*

#### **C3.1.2 Overview of Works**

The scope of works entails Design and reconstruction of a 2.0km municipal access road in Ga-Lekgwara and stormwater control

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

The major activities within the project will include, among other, the following;

- Supply and installation project name board as directed by the municipal official.
- Design and upgrading of 2km access road with 80mm interlocking pavers
- Clearing and grubbing and spoiling the unwanted material.
- Construction of portal culverts complete with wing-walls
- Construction of concrete channels
- Stone pitching

All labour intensive works should be marked as Labour Intensive Construction (LIC) items in the Bill of Quantities and this development will be part of the Expanded Public Works Programme (EPWP).

#### **C3.1.4 Location of the Works**

The project is located at Ga-Lekgwara Village, 20km northern-west side of Senwabarwana, Limpopo province within the Capricorn District Polokwane in the boundaries of the Blouberg Local Municipality.

### **C3.1.5 Labour Regulations**

#### **C3.1.5.1 Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications 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.

#### **C3.1.5.2 Applicable labour laws**

Sectorial determination 2: Civil engineering sector.

The Ministerial Determination 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 N° R949 in Government Gazette 33665 of 22 October 2010, 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.

#### **C3.1.7.3 Introduction**

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

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 SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (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 SPWP;
- (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 88 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 a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

**C3.1.7.5 Normal Hours of Work**

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.
- (d) 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.
- (e) 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 eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**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 Work on Sundays and Public Holidays**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.

- (c) A task-rated worker who works on a public holiday must be paid –
  - i. the worker's daily task rate, if the worker works for less than four hours;
  - ii. Double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
  - i. the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - ii. Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

### **C3.1.7.11 Sick Leave**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) 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.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) 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 –
  - i. absent from work for more than two consecutive days; or
  - ii. absent from work on more than two occasions in any eight-week period.
- (i) 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.
- (k) 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.

### **C3.1.7.12 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 –

- (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - (ii) if agreed to between employer and worker; or
  - (iii) 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.
- (i) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended

#### **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 –
  - (i) the employee's spouse or life partner;
  - (ii) 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 SPWP;
- (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 SPWP.
- (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) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.
- (e) The employer must keep this record for a period of at least three years after the completion of the SPWP.

**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 task-rated worker will only be paid for tasks that have been completed.
- (c) 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.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place –
  - i. at the workplace or at a place agreed to by the worker;
  - ii. during the worker's working hours or within fifteen minutes of the start or finish of work
  - iii. in a sealed envelope which becomes the property of the worker.

**C3.1.7.16 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.
- (f) 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
- (g) 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.

**C3.1.7.17 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 –
  - i. repay any payment except an overpayment previously made by the employer by mistake;
  - ii. state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - iii. pay the employer or any other person for having been employed.

**C3.1.7.18 Health and Safety**

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

**C3.1.7.19 Compensation for Injuries and Diseases**

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (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.

**C3.1.7.20 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 terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (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 for the balance of the 24-month period.

**C3.1.7.21 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 SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;

- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

### **C3.1.7.22 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.

### **C3.1.7.23 Provision of Handtools**

- (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 Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

## **C3.2 ENGINEERING**

### **C3.2.1 Design**

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

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

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

### C3.2.3 Contractor's Design

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

### C3.2.4 Design procedures

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

## C3.3 CONSTRUCTION

### C3.3.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
- (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998). The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers. SAICE Tel: (011) 805-5947  
Waterfall Park / Postnet Suite 81 Fax: (011) 805-5971  
Howick Gardens / Private Bag X65  
Vorna Valley / Halfwayhouse Contact Person: Angeline Aylward Becker Street /  
1685  
Midrand
- (b) SANS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.  
(d) Latest **Sabita Manual**, Manual 25 entitled "Quality Management in the Handling and Transport of Bituminous Binders".

### C3.3.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

#### C3.3.2.1 General Conditions of Contract Referred to in the Standard Specifications

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

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2010
1202	15	5.6.1

1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11
1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

### **C3.3.2.2 Amendments to the Standard Specifications**

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

### **C3.3.2.3 Project Specifications Relating to Standard Specifications**

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

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

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

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

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

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

### **B1204 PROGRAMME OF WORK**

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

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

Add the following after the third paragraph:

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

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

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

Add the following to the third paragraph:

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

Add the following at the end of this clause:

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

### **B1229 SABS CEMENT SPECIFICATIONS**

Replace the last paragraph of this clause with the following:

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

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

## Part 1: Common cements.

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

<b>TYPICAL NEW PRODUCT NOMENCLATURE</b>	
Cement type	Cement strength class
CEM I	32,5
CEM I	32,5R
CEM I	42,5
CEM I	42,5R
No provision made	No provision made
CEM II/A-S	32,5
CEM II/A-S	32,5R
CEM II/A-S	42,5
CEM II/A-V	32,5
CEM II/A-V	32,5R
CEM II/A-W	32,5
CEM II/A-W	32,5R
CEM II/A-V	42,5
CEM II/A-V	42,5R
CEM II/A-W	42,5
CEM II/A-W	42,5R
CEM III/A	32,5
CEM III/A	32,5R
CEM II/B-V	32,5
CEM II/B-W	32,5
CEM II/B-S	32,5R
CEM II/B-S	42,5
CEM III/A	32,5R
CEM III/A	42,5

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

Add the following new clauses:

**B1231 COMMUNITY LIAISON OFFICER (CLO)**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

**(a) Duties of the Community Liaison Officer**

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of \_\_\_\_\_(insert time) and \_\_\_\_\_ (insert time) and at other times as the need arises. His/Her normal working day will extend from \_\_\_\_\_ (insert time) in the morning until \_\_\_\_\_ (insert time) in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. S/He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E))

**(b) Payment for the community liaison officer**

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer in terms of the Sectorial determination 2: Civil Engineering Sector (Task grade 3).

**(c) Period of employment of the community liaison officer**

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor and employer at a maximum period of a six months basis, but with the option of renewal.

### **B1233 WORKMEN'S COMPENSATION ACT**

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

Add the following clause:

#### **B12.04 Provision for a Community Liaison Officer**

a) Provisional sum for the payment of the Community Liaison Officer Provisional Sum

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer."

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

#### **1500: ACCOMMODATION OF TRAFFIC**

#### **B1503 TEMPORARY TRAFFIC CONTROL FACILITIES**

Add the following after the first paragraph:

"All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)."

#### **(b) Road signs and barricades**

Add the following:

"All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer.”

### **(c) Channelization devices and barricades**

Add the following:

“Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorised, with class 1 yellow sheeting on the side facing oncoming traffic..
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

## **6400: CONCRETE FOR STRUCTURES**

### **B6402 MATERIALS**

#### **(a) Cement**

Replace this sub-section with the following:

“Refer to section 1142 for specification of cement.”

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

### **B6404 CONCRETE QUALITY**

#### **(b) Strength concrete**

Add the following paragraph:

“The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m<sup>3</sup> of concrete.

The contractor must provide the engineer with complete mix designs and materials for strength concrete at least six (6) weeks before the first concrete is cast on the project”.

### **B6405 MEASURING THE MATERIALS**

#### **(c) Aggregates**

Add the following:

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"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

#### **B6407 PLACING AND COMPACTING**

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

Add the following after the third paragraph:

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

#### **C3.3.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS**

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##### **C3.3.3.1 REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS**

##### **C3.3.3.2 PROVISION OF THE TEMPORARY WORKFORCE**

### **C3.3.3.1 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 : HEALTH AND SAFETY SPECIFICATION**

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C3.3.3.1.2 SCOPE

C3.3.3.1.3 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

C3.3.3.1.4 OPERATIONAL CONTROL

#### **C3.3.3.1.1 Introduction**

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Blouberg Local Municipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective tenderer.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2003.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Blouberg Local Municipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

#### **C3.3.3.1.2 Scope**

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

#### **C3.3.3.1.3 General Occupational Health & Safety Provisions**

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by Bloberg Local Municipality as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Blouberg Local Municipality before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(c) Legal Requirements

All Contractors entering into a Contract with the Blouberg Local Municipality shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 1996) and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(d) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

\* It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes

an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.

\* Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms

(ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(General Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation
13A)	
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation
2)	
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure
Regulations)	
Working on/next to Water Supervisor	(Construction Regulation 24)
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Welding Supervisor

(General Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

Copies of appointments must be submitted to the Blouberg Local Municipality together with concise CV's of the appointees. All appointments must be officially approved by Blouberg Local Municipality. Any changes in appointees or appointments must be communicated to Blouberg Local Municipality forthwith.

The Principal Contractor must, furthermore, provide Blouberg Local Municipality with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis. In addition Blouberg Local Municipality may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iii) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations  
OH&S representatives must attend all OH&S committee meetings.

(iv) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters

9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor  
 10. Close/Next Meeting

- (d) Administrative Controls and the Occupational Health & Safety File  
 (i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- \* Notification of Construction Work (Construction Regulation 3.)
- \* Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- \* Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- \* OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- \* Copies of OH&S Committee and other relevant Minutes
- \* Designs/drawings (Construction Regulation 5 (8))
- \* A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- \* Appointment/Designation forms as per (a)(i) & (ii) above.
- \* Registers as follows:
  - \* Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
  - \* OH&S Representatives Inspection Register
  - \* Asbestos Demolition & Stripping Register
  - \* Batch Plant Inspections
  - \* Construction Vehicles & Mobile Plant Inspections by Controller
  - \* Daily Inspection of Vehicles, Plant and other Equipment by the Operator/ Driver/User
  - \* Demolition Inspection Register
  - \* Designer's Inspection of Structures Record
  - \* Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
  - \* Excavations Inspection
  - \* Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
  - \* Fall Protection Inspection Register
  - \* First Aid Box Contents
  - \* Fire Equipment Inspection & Maintenance
  - \* Formwork & Support work Inspections
  - \* Hazardous Chemical Substances Record
  - \* Ladder Inspections
  - \* Lifting Equipment Register
  - \* Materials Hoist Inspection Register
  - \* Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
  - \* Scaffolding Inspections
  - \* Stacking & Storage Inspection
  - \* Inspection of Structures

- \* Inspection of Suspended Platforms
- \* Inspection of Tunnelling Operations
- \* Inspection of Vessels under Pressure
- \* Welding Equipment Inspections
- \* Inspection of Work conducted on or Near Water
- \* All other applicable records

Blouberg Local Municipality will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

(e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to Blouberg Local Municipality on a monthly basis

(f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to Blouberg Local Municipality for record keeping purposes.

(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) General Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a general induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- \* General Induction (Section 8 of the Act)
- \* Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- \* Site/Project Manager
- \* Construction Supervisor
- \* OH&S Representatives (Section 18 (3) of the Act)
- \* Training of the Appointees indicated above
- \* Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- \* Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- \* Basic First Aid (General Safety Regulations 3)
- \* Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- \* Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with Blouberg Local Municipality at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

The Principal Contractors most senior manager on site will be required to attend all Blouberg Local Municipality OH&S meetings and a list of dates, times and venues will be provided to the Principal Contractor by Blouberg Local Municipality.

#### (i) Checking, Reporting and Corrective Actions

##### (i) Monthly Audit by Client (Construction Regulation 1(d))

Blouberg Local Municipality will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

##### (ii) Other Audits and Inspections by Blouberg Local Municipality:

Blouberg Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

##### (iii) Conducting an Audit

A representative of the Principal Contractor must accompany Blouberg Local Municipality on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

##### (iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

##### (v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in

their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies

- \* becomes unconscious

- \* loses a limb or part of a limb

- \* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- \* a major incident occurred

- \* the health or safety of any person was endangered

- \* where a dangerous substance was spilled

- \* the uncontrolled release of any substance under pressure took place

- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects

- \* machinery ran out of control

to Blouberg Local Municipality within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Blouberg Local Municipality and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide Blouberg Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide Blouberg Local Municipality with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.  
The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.  
The Blouberg Local Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

#### **C.3.3.3.1.4 Operational Control**

##### **(a) Emergency Preparedness, Contingency Planning and Response**

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.  
The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Blouberg Local Municipality may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

##### **(b) First Aid (General Safety Regulation 3)**

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

##### **(c) Security**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

##### **(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.)**

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by Blouberg Local Municipality, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

**C3.3.3.4 PROVISION OF THE TEMPORARY WORKFORCE**

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## C3.3.3.4.9 THE SUBCONTRACTORS' WORKFORCES

## C3.3.3.4.10 MEASUREMENT AND PAYMENT

## C3.3.3.4.1 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce. Reference is also made to the Basic Conditions of Employment Act (Act 75 of 1997) with specific reference to the Sectoral Determination 2: Civil Engineering Sector

## C3.3.3.4.2 INTERPRETATIONS

## C3.3.3.4.2.1 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

## C3.3.3.4.2.1.2 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

- (a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation
- (b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract
- (c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract
- (d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like
- (e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors
- (f) "Project Steering Committee (PSC)" means a committee comprising mainly of representatives (to a maximum of 10) of the affected communities with additional members from Blouberg Local Municipality, the Contractor, Consultants and the Municipality. The PSC convenes at least once a month as well as when the need so dictates, for the purpose of recruiting labour for the project, to address community issues and for acting as an avenue for effective communication and liaison between all the parties.
- (g) "Liaison Officer" means a local representative of the temporary workforce, duly appointed through the PSC processes, to act on behalf of the workers and through whom all matters pertaining to the temporary workforce can be channelled.

#### C3.3.3.4.2.1.3 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

#### C3.3.3.4.3 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part C3 may consist of the workers of local communities, and shall not be bound to one particular community.

#### C3.3.3.4.4 EMPLOYMENT RECORDS TO BE PROVIDED

- (a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a Blouberg Local Municipality approved format. An example of the forms to be used is illustrated in Part C5 of this document, (forms RDP 9 and 10 (E)).

(b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Municipality with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

#### C3.3.3.4.5 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

#### C3.3.3.4.6 RECRUITMENT AND SELECTION PROCEDURES

C3.3.3.4.6.1 The Project Steering Committee, through the assistance of the Social Facilitator and the Contractor, shall be responsible for the recruitment and selection of the Community Liaison Officer and the workers to constitute the temporary workforce.

C3.3.3.4.6.2 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

C3.3.3.4.6.3 The Social Facilitator shall take the necessary actions to advertise within the affected local communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur

C3.3.3.4.6.4 The Social Facilitator shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, Identity Number, Date of Birth, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) On the job training programmes attended
- (e) Period since last economically active
- (f) Preference for type of work or task.

C3.3.3.4.6.5 The selection of workers from amongst the applicants should take into cognizance the Contractor's requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principle:

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
  - (i) all available vacancies have been or can be filled by temporary workers who already possess suitable skills, or

- (ii) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women. The Contractor should strive to achieve the participation target for employment set for this project which is 60% female and 20% youth.

C3.3.3.4.6.6 After making the selection, the Social Facilitator shall forward the list in writing and without undue delay, to the Engineer for record keeping.

C3.3.3.4.6.7 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C3.3.3.4.6.8 The Contractor shall, after appointing his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce.

#### C3.3.3.4.7 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C3.3.3.4.7.1 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area. Refer to the Contract of Employment drafted/published by Department of Labour.

C3.3.3.4.7.2 RATE OF REMUNERATION. The Contractor shall pay to all workers engaged in terms of the contract, not less than the applicable gazetted minimum rate of remuneration in terms of the Sectorial Determination 2: Civil Engineering Sector.

The remuneration of the CLO shall be paid monthly at the rate equivalent to Task Grade 3 in accordance with the provisions of the Basic Conditions of Employment Act, No. 75 of 1997, Amendment to Sectorial Determination 2: Civil Engineering Sector, South Africa

Compensation for transport for the members of the Project Steering Committee shall be made at a rate of R200 / month. This will cover for transport cost to and from the PSC meeting, site meeting and any other meeting deemed necessary to fulfil their obligations.

C3.3.3.4.7.3 NON-PAYMENT OF LABOURERS. Under this contract it is expected of the Main Contractor to ensure that all labourers are paid in time on a monthly basis, whether they are employed by him/her directly or by any of his/her subcontractors. In the event of non-compliance, the employer reserves the right to use any remedies available at its disposal.

#### C3.3.3.4.8 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C3.3.3.4.8.1 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur. Refer to Disciplinary Procedures for Small Business drafted/published by Department of Labour.

C3.3.3.4.8.2 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C3.3.3.4.8.3 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Sub-clause C3.4.3.4.9.2 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C3.3.3.4.8.4 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C3.3.3.4.8.2 and C3.4.3.4.8.3, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

#### C3.3.3.4.9 THE SUBCONTRACTORS' WORKFORCES

C3.3.3.4.9.1 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C3.3.3.4.9.2 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

#### C3.3.3.4.10 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part C3.4.3.3. as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

### **C3.4 MANAGEMENT**

#### **C3.4.1 MANAGEMENT MEETINGS**

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

#### **C3.4.2 QUALITY CONTROL**

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones

## **C4 SITE INFORMATION**

### **Site Inspection**

The bidder shall inform him/herself on the nature of the site and inspect the site.

Blouberg Local Municipality will consider a bid only if the site inspection and/or bidder's meeting arranged by Blouberg Local Municipality has been attended by a representative who must;

- Be suitably qualified to comprehend the implications of the work involved and
- Be the bidder him/herself or a person in the direct employ of the bidder.

### **Site Information**

Blouberg Local Municipality is a municipality in the Limpopo Province, Northern South Africa, bordering Botswana. It takes its name from the Blouberg (literally meaning blue mountain), a mountain range located to the west of the western end of the Soutpansberg mountain range, north west of the town of Vivo.

Co-ordinates are as follows:

Project Start Point : 23<sup>0</sup>14'07"S 28<sup>0</sup>59'05"E

Project End Point : 23<sup>0</sup>15'07"S 28<sup>0</sup>58'34"E

### **Locality Plan**

See attached.



DESIGN AND RECONSTRUCTION OF A 2.0KM MUNICIPAL ACCESS ROAD AND STORMWATER CONTROL IN GA-LEKGWARA (TURNKEY PROJECT) 124

**NB!! MAKE SURE YOU INDEX ALL THE ATTACHMENTS FOR IDENTIFICATION**

.....END.....