

## TEKWANE SOUTH SPORTSFIELD

**TENDER NUMBER: COM146/2023**

<b>TENDERER:</b>	
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**CLOSING DATE: 11 DECEMBER 2023 AT 11:00AM**

**CSD REG NUMBER: MAAA.....**

<b>CLIENT</b>	<b>EMPLOYER'S AGENT</b>
<b>City of Mbombela</b>  PO Box 45 Mbombela 1200  Tel: 013 759 2358 Fax: 013 753 4444	 <b>SKY HIGH</b> consulting engineers <b>Sky High Consulting Engineers</b> 18 Russell Street Mbombela 1201  Tel : 013 752 3014 Fax : 086 540 1430 Email: <a href="mailto:info@shconsulting.co.za">info@shconsulting.co.za</a>

**TEKWANE SOUTH SPORTSFIELD****SUMMARY FOR TENDER OPENING PURPOSES**

NAME OF TENDERER : \_\_\_\_\_

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

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

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

TENDERED AMOUNT : \_\_\_\_\_

Signed by authorised representative of the TENDERER: \_\_\_\_\_

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

\* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply.

## IMPORTANT INFORMATION

### PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT

1. Notice to all tenderers.
2. Standards applied in this document.

#### 1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

#### 2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S. A. Bureau of Standards, as applicable:

1. CIDB                    *CIDB Standard for Uniformity in Engineering and Construction Works Contracts, 08 August 2019, as amended.*
2. SANS 10845-1            *Processes, methods and procedures.*
3. SANS 10845-2            *Formatting and compilation of procurement documentation.*
4. SANS 10845-3            *Standard conditions of tender.*
5. GCC                    *General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.*
6. SANS 1200                    *Standardised Specification for Civil Engineering Construction*
7. This Document, as presented.

## CONTENTS

	<u>PAGE</u>
COVER PAGE	
Bid Summary for Tender Opening Purposes	i
Important Information	ii
Contents	iii

## THE TENDER

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
T 1.1	Tender Notice and Invitation to Tender	(white) T1.1-1 to T1.1-1
T 1.2	Tender Data	(pink) T1.2-1 to T1.2-9
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	(yellow) T2.1-1 to T2.1-65
(See List of Documents)		

## THE CONTRACT

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<b>PART C1</b>	<b>AGREEMENT and CONTRACT DATA</b>	
C 1.1	Form of Offer	(pink) C1.1-1 to C1.1-1
C 1.2	Form of Acceptance	(pink) C1.2-1 to C1.2-1
C 1.3	Schedule of Deviations	(pink) C1.3-1 to C1.3-1
C 1.4	Contract Data	(yellow) C1.4-1 to C1.4-6
C 1.5	Performance Guarantee	(yellow) C1.5-1 to C1.5-4
C 1.6	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow) C1.6-1 to C1.6-3
C 1.7	Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow) C1.7-1 to C1.7-2
<b>PART C2</b>	<b>PRICING DATA</b>	
C 2.1	Pricing Instructions	(yellow) C2.1-1 to C2.1-3
C 2.2	Bill of Quantities	(yellow) C2.2-2 to C2.2-

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<b>PART C3</b>	<b>SCOPE of WORK</b>	
C 3.1	Description of Works	(blue) C3.1-1 to C3.1-2
C 3.2	Engineering	(blue) C3.2-1 to C3.2-2
C 3.3	Procurement	(blue) C3.3-1 to C3.3-1
C 3.4	Construction	(blue) C3.4-1 to C3.4-36
C 3.5	Management	(blue) C3.5-1 to C3.5-5
C 3.6	Health and Safety	(blue) C3.6-1 to C6.6-2
<b>PART C4</b>	<b>SITE INFORMATION</b>	
C 4.1	Site Information	(green) C4.1-1 to C4.1-4
<b>ANNEXURES</b>		
Appendix A	Occupational Health and Safety Regulations	(white) A1 to A15
Appendix B	Drawings for Tender Purposes	(white)
Appendix C	Buildings and Site Plan Specifications	(white)

**PART T1: TENDERING PROCEDURES**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
T 1.1	Tender Notice and Invitation to Tender	9
T 1.2	Tender Data	10

**PART T2: RETURNABLE DOCUMENTS**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
T 2	Returnable Documents	15

**PART T1** **TENDERING PROCEDURES**

T1.1	TENDER NOTICE AND INVITATION TO TENDER .....	T1.1-1
T1.2	TENDER DATA.....	T1.2-1

## T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS



Bids are hereby invited from experienced services providers for construction of TEKWANE SOUTH SPORTSFIELD for the City of Mbombela.

Tender No	Description	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
COM146/2023	TEKWANE SOUTH SPORTSFIELD	6CE OR HIGHER	17 November 2023 AT 10:00 AM, TEKWANE SOUTH SPORTSFIELD AT PHASE 1, GPS COORDINATES: (25°28'28.4"S, 31°08'36.8"E)	11 DECEMBER 2023 AT 11:00

**It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 9 November 2023 on the municipal website: [www.mbombela.gov.za](http://www.mbombela.gov.za) on the tenders and notices folder and National e-Tender Portal: [www.etenders.gov.za](http://www.etenders.gov.za), free of charge.**

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, MUNICIPAL RATES AND TAXES CLEARANCE FOR BOTH THE COMPANY AND ITS DIRECTORS FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCCOMPANIED WITH THE LESSOR'S MUNICIPAL RATES AND TAXES CERTIFICATE, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: **"BID NO: COM146/2023 TEKWANE SOUTH SPORTSFIELD, CLOSING DATE: 11 DECEMBER 2023"** with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date

**Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.**

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of **Targeted Goals**.

Procurement Enquiries	:	Christopher Nkambule	(013) 759 2358
Technical Enquiries	:	Nhlakanphu Dhlamini	(013) 759 9528
Employer	:	City Manager, City of Mbombela P. O. Box 45 1200 Mbombela	Mr. Wiseman Khumalo

VISIT OUR WEBSITE –

[www.mbombela.gov.za](http://www.mbombela.gov.za)

*NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.*

## **T1.2 TENDER DATA**

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

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

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

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard Conditions of Tender.</p> <p>SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	<p>The Employer is: <b>City of Mbombela, 1 Nel Street, Mbombela, 1200</b></p>
	<p>The tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p>Part T1      Tendering Procedures</p> <p>Part T1.1    Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2    Tender Data (pink)</p> <p>Part T1.3    Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2      Returnable Documents</p> <p>Part T2.1    List of Returnable Documents (yellow)</p> <p>Part T2.2    Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3    Returnable Schedules II (yellow)</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1      Agreement and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data (yellow)</p> <p>C1.3 Form of Guarantee (white)</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5 Authority for Signatory in Terms of OH&amp;S Act, 1993 (white)</p> <p><b>Part C2      Pricing Data</b></p> <p>C2.1 Pricing Assumptions (yellow)</p> <p>C2.2 Bill of Quantities and Information Sheets (yellow)</p>

3.2	<p><b>Part C3 Scope of Works</b></p> <p>C3.1 Scope of Works (blue)  C3.2 Engineering (blue)  C3.3 Procurement (blue)  C3.4 Construction (blue)  C3.5 Management (blue)  C3.6 Health and Safety (blue)</p> <p><b>Part C4 Site Information</b></p> <p>C4 Site Information (green)</p> <p><b>Appendices</b></p> <p>Annexure A Health and Safety Specification (white)  Annexure B Drawings for Tender Purposes (white)  Annexure C Building and Site Plan Specifications (white)</p>										
	<p><b>The Employer's Agent is:</b></p> <p>Name: Sky High Consulting Engineers  Address: 18 Russell Street  Mbombela, 1201  Tel: 013 752 3014  Fax: 086 540 1430  E-mail: <a href="mailto:info@shconsulting.co.za">info@shconsulting.co.za</a></p>										
3.5	The language for communications is English.										
3.6	The competitive negotiation procedure shall not be applied.										
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>6CE or higher of construction work</b>, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1" data-bbox="340 1417 975 1620"> <thead> <tr> <th data-bbox="340 1417 584 1485">Category of tender</th><th data-bbox="584 1417 975 1485">Upper limits per CIDB Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td data-bbox="340 1485 584 1518">CE 5</td><td data-bbox="584 1485 975 1518">R10m</td></tr> <tr> <td data-bbox="340 1518 584 1552">CE 6</td><td data-bbox="584 1518 975 1552">R20m</td></tr> <tr> <td data-bbox="340 1552 584 1586">CE 7</td><td data-bbox="584 1552 975 1586">R60m</td></tr> <tr> <td data-bbox="340 1586 584 1620">CE 8</td><td data-bbox="584 1586 975 1620">R200m</td></tr> </tbody> </table> <p>Joint Ventures are eligible to submit bids provided that:</p> <p>(1) every member of the joint venture is registered with the CIDB;</p> <p>(2) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6 CE or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p>	Category of tender	Upper limits per CIDB Table 8 Regulation 17	CE 5	R10m	CE 6	R20m	CE 7	R60m	CE 8	R200m
Category of tender	Upper limits per CIDB Table 8 Regulation 17										
CE 5	R10m										
CE 6	R20m										
CE 7	R60m										
CE 8	R200m										

	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p>
4.6	<p>Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non- responsive in terms of Condition of Tender 5.8.</p>
4.7	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. <b>The City will not take responsibility for incorrect information provided by the bidder on the attendance register.</b></p>
4.8	<b>Request clarifications up to at least 7 working days before the closing time.</b>
4.10	Tenderers are required to state the rates and currencies in Rand.
	<p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrate the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p>

4.12	<p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>
4.13 4.15	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela Physical address: 1 Nel Street, Mbombela 1200 Identification details: Tender No: COM146/2023 TEKWANE SOUTH SPORTSFIELD</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.</p>
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 120 days.
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this Procurement document.

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue an addenda until 7 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>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 appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> <li>d) imbalanced unit rates.</li> </ul> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ul> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>

	<p><b>List of disqualifying factors of this tender are as follows:</b></p> <p>A bid not complying with the requirements stated hereunder will be regarded as “Non-Responsive”, and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> <li>• Submit company registration certificate</li> <li>• Submit Tax Compliance Status issued by SARS</li> <li>• Full CSD report <b>NOT</b> older than <b>30 days</b> from the closing date , Summary report will <b>NOT</b> be considered.</li> <li>• 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.</li> <li>• Authority for Signatory duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole</li> <li>• Submit copies of relevant Annual Financial Statements (last 3 Financial Years). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will results in disqualification.</li> <li>• Submit copy of an active CIDB contractor grading designation of 6CE or higher. For JV, a combined CIDB grading is required.</li> <li>• Tenderer must provide valid copy of municipal rates and taxes for both the company and for the active directors including JV/Consortium partners, Copies of latest municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes</li> <li>• Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business in line with CLASS V, 0512 as stipulated in the Classification of Industries, the Compensation for Occupational Injuries and Diseases Act 130 of 1993. The COIDA certificate must be accompanied by the latest assessment report and proof of payment.</li> <li>• Proof of public liability Insurance / third party liability insurance for a minimum of R5 000 000.00. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter.</li> <li>• Letter of intent for performance guarantee from a registered Financial Service Provider (FSP). The letter should have the full contact details of the service provider and the FSP number.</li> <li>• All certificates, appointment letters of company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted.</li> <li>• Fully completed and signed where applicable in the Returnable Schedules.</li> <li>• Failure to apply instructions contained in addenda that may be issued.</li> <li>• Submissions from bidders who did not attend a compulsory briefing session will not be acceptable.</li> <li>• Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non-responsive.</li> </ul>
5.11	<p>The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences.</p> <p>Method 4 Financial offer, quality and preferences is scored as follows:</p> <ol style="list-style-type: none"> <li>a) Score each tender in respect of the financial offer made and preferences claimed, if any.</li> <li>b) Calculate the total number of tender evaluation points (TEV) in accordance with the</li> </ol>

	following formula: $T_{EV} = N_{FO} + N_P + N_Q$
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5.11.5	<p>where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p><math>N_Q</math> is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"> <li>• do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or</li> <li>• failed to complete the tender document comprehensively with all the required information.</li> </ul>												
5.11.7	<p>The financial offer will be scored using the following formula: <math>N_{FO} = W_1 \times A</math></p> <p>Where:</p> <p><math>N_{FO}</math> = the number of evaluation points awarded for the financial offer <math>W_1</math>  <math>=</math> the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p><math>A =</math> the number calculated using Formula 2 (Option 1) Table 1: Formulae for calculating the value of <math>A_a</math></p> <table border="1" data-bbox="298 1327 1272 1568"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1<sup>a</sup></th> <th>Option 2<sup>a</sup></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td><math>A = (1 + (P - P_m)) / P_m</math></td> <td><math>A = P / P_m</math></td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission /fee</td> <td><math>A = (1 - (P - P_m)) / P_m</math></td> <td><math>A = P_m / P</math></td> </tr> </tbody> </table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favorable comparative offer.  <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = (1 + (P - P_m)) / P_m$	$A = P / P_m$	2	Lowest price or percentage commission /fee	$A = (1 - (P - P_m)) / P_m$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
1	Highest price or discount	$A = (1 + (P - P_m)) / P_m$	$A = P / P_m$										
2	Lowest price or percentage commission /fee	$A = (1 - (P - P_m)) / P_m$	$A = P_m / P$										

5.11.8	<p>Scoring preferences.</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who submit Responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer's specific goals summarised in the table below:</p>			
	<b>Item No.</b>	<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system)</b>	<b>Number of points allocated (90/10 system)</b>
	1.	100% Black owned enterprises within the definition of the HDI	2	1
	2.	At least 30% women owned enterprises	2	1
	3.	At least 30% youth owned enterprises	2	1
	4.	At least 30% enterprises people living with disabilities	2	1
	5.	Enterprises regarded as EMEs located within the City of Mbombela	2	1
	6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	1
	7.	Corporate Social Investment (CSI) Plan. (see notes below)	5	3
	8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	3	1
Total		20	10	
<p>Eligibility for preference points will be determined as follows:</p> <p><input type="checkbox"/> Compliance with any other information requested to be attached to Returnable Schedule Form D.</p>				

Description of quality criteria	Maximum number of points
Plant and equipment	15
Key Personnel	25
Company Experience	50
Financial References	10
<b>Total evaluation points for quality (Ms)</b>	<b>100</b>

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

5.11.9 Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

i). Plant and Equipment (Maximum 15 points)

Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.

ii). Key Personnel (Maximum 25 points)

Details of key personnel and their experience and qualifications are to be entered in Form T of the Returnable Schedules.

iii). Community Sportsfield Experience (Maximum 50 points)

Details of community sportsfield related projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form Q in the Returnable Schedule.

iv). Financial References (Maximum 10 points)

Details of financial references are to be entered in Form S of the Returnable Schedules.

	<b>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</b>
5.13	<ul style="list-style-type: none"> <li>the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>). CSD is compulsory for any company to bid. <b>The full report should be submitted, not the summary.</b></li> <li>the tenderer is in good standing with SARS according to the Central Supplier Database.</li> <li>the tenderer submits an <b>Original</b> letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Form S of this procurement document.</li> <li>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>No Tippex has been used on the bid document.</li> <li>The tenderer has not used an erasable pen and completed the bid document with a pencil.</li> </ul>
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

**CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.**

**Preamble**

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	<p>a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008</p> <p>b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984</p> <p>NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.</p>	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	<p>a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”</p>	Has the bidder attached a company profile and its experience is relevant to add value on this project?	



5.	Tax Compliant Status (TCS)	<p>a) Prospective bidders are required to attach a valid TCS together with the tender document.</p>	<p>Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (<b>See MFMA Circular No: 90</b>).</p>	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor ( <b>to claim points only</b> ).	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs <b>MUST</b> submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and</p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of</p>	

		<p>that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium &amp; large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths?</p> <p>I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?</p>	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	<p>a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.</p>	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	<p>a) This will not be applicable to functionality and B-BBEE requirements.</p>	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	

		<p>rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent. Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>		
10.	<p><b>Forging of documents/certificates</b></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official</i>".</p> <p>Section 34(2) of the same Act stipulates that: <i>subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence</i>".</p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the Act? NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	

	a period NOT exceeding 10 years ( <b>see section 28 of this Act</b> ).		
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**PART T2 RETURNABLE DOCUMENTS**

<b>PART T2: RETURNABLE DOCUMENTS</b>
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1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as a willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

**Returnable Schedules required for Tender evaluation purposes**

<b>COMPULSORY TENDER DOCUMENTS</b>	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
<b>RETURNABLE FOR QUALITY CRITERIA</b>	
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM R	PLANT & EQUIPMENT
FORM S	FINANCIAL RESOURCES
FORM T	KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS
<b>CERTIFICATE FOR TENDER COMPLIANCE</b>	
FORM U	SCHEDULE OF TENDER COMPLIANCE

## **COMPULSORY TENDER DOCUMENTS**

**FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I, .....

representative of (tenderer) .....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail .....

attended the clarification meeting on (date) .....

Signature of Representative: \_\_\_\_\_

Signature of Project Manager: \_\_\_\_\_

**FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)**

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

	Date	Title or Details
■		
■		
■		
■		
■		
■		
■		
■		
■		

Attach additional pages if more space is required.

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

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

<b>FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)</b>
-----------------------------------------------------------------------------

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

**(a) AMENDMENTS**

Page, Clause or Item No	Proposed Amendment

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

**(This is not an invitation for alternatives** but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

**(b) ALTERNATIVES**

Proposed Alternative	Description of Alternative

*Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*

- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed

Name

Date

Position

## **FORM D: PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

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

#### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

#### **2. DEFINITIONS**

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% women owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the City of Mbombela	2	
6	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	
7	Corporate Social Investment (CSI) Plan. (see notes below)	5	
8	B-BBEE Level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	3	

**The City will utilise the CSD report for the above-mentioned information**

### Corporate Social Investment (CSI)

**NB:** The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiates must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium  
 One-person business/sole property  
 Close corporation  
 Public Company  
 Personal Liability Company  
 (Pty) Limited  
 Non-Profit Company  
 State Owned Company  
[**TICK APPLICABLE BOX**]

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

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - disqualify the person from the tendering process;
  - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - forward the matter for criminal prosecution, if deemed necessary.

**SIGNATURE(S) OF TENDERER(S)****SURNAME AND NAME:** .....**DATE:** .....**ADDRESS:** .....

.....

.....

**4 Declaration**

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)
  - Generic code of good practice
  - Other – specify .....
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

Duly authorised to sign on behalf of: .....

Telephone: .....

Fax: ..... Date: .....

Name of witness ..... Signature of witness .....

**Note:**

- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.
- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

## FORM E: COMPULSORY DECLARATION (SIPDM)

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

### Section 1: Enterprise Details

#### Name of Enterprise

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

### Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.

--	--

### Section 3: SARS Information

Tax reference number	
VAT registration number	<i>State Not registered if Not Registered for VAT</i>

### Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

### Section 6: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

\*insert separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

a) a member of any municipal council	<input checked="" type="checkbox"/>	an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)	<input checked="" type="checkbox"/>
b) a member of any provincial legislature	<input checked="" type="checkbox"/>	member of an accounting authority of any national or provincial public entity	<input checked="" type="checkbox"/>
c) a member of the National Assembly or the National Council of Province	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
1. a member of the board of directors of any municipal entity	<input checked="" type="checkbox"/>		
2. an official of any municipality or municipal entity	<input checked="" type="checkbox"/>	an employee of Parliament or an employee of Parliament or a provincial legislature	<input checked="" type="checkbox"/>

**If any of the above boxes are marked, disclose the following:**

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

d) a member of any municipal council	<input checked="" type="checkbox"/>	an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)	<input checked="" type="checkbox"/>
e) a member of any provincial legislature	<input checked="" type="checkbox"/>	member of an accounting authority of any national or provincial public entity	<input checked="" type="checkbox"/>
f) a member of the National Assembly or the National Council of Province	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
3. a member of the board of directors of any municipal entity	<input checked="" type="checkbox"/>		
4. an official of any municipality or municipal entity	<input checked="" type="checkbox"/>	an employee of Parliament or an employee of Parliament or a provincial legislature	<input checked="" type="checkbox"/>

**If any of the above boxes are marked, disclose the following:**

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes       No (Tick appropriate box)

**If yes, provide particulars (insert separate page if necessary)****Section 10: Declaration**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))

ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

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

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

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

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

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

**ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE****• For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement) Certified Copies of the ID's of the Directors Certified Shareholders Certificate

**OR**

**• For Companies**

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

**OR**

**• For Joint Venture Agreements**

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

**OR**

**• For Partnership**

1. Certified Copies of the ID's of the partners

**OR**

**• One person Business / Sole trader**

2. Certified Copy of ID

**FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS**  
**(SIPDM)**

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

**Section 1: Enterprise Details / Name of enterprise:**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Declaration for Contractor's services:**

The enterprise has been awarded the following contract services by an organ of state during the last five years.

<b>Name of organ of state</b>	<b>Estimated value of contracts</b>	<b>Nature of service e.g. quantity surveying</b>	<b>Service number similar to required service (yes / no)?</b>

Attach separate page as necessary

**Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT**

I / we certify that

1) (tick one of the boxes):

the enterprise is not required by law to prepare annual financial statements for auditing.

the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

*(tick one of the boxes and insert percentages if applicable):*

goods and / or services are sourced only from within the Republic of South Africa

  % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is   %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

\*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

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

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

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

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

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE  
MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 3 MONTHS**

**FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)**

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description) in response to the invitation for the tender made by:

(Name of Municipality / Municipal Entity)

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

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

(Name of Tenderer)

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

vii) 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 tender;
- e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- f) bidding with the intention not to win the tender.

viii) 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 tender invitation relates.

ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

---

Signature

Date

---

Capacity under which Tender is Signed

---

Name of Tenderer

**FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)****TAX COMPLIANCE STATUS (TCS) PIN TO THIS PAGE**

Tax Compliance Status (TCS) must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS).

**FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES (MBD 8)**

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The tender of any tenderer may be disregarded if that tenderer or any of its directors have;
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system;
  - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

Item	Question	Yes	No
4.1	<p><b>Is the tenderer 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?</b></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>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p><b>Is the tenderer 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)?</b></p> <p><b>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>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer 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?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Does the tenderer 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 tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION****I, THE UNDERSIGNED (FULL NAME) .....****CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.****I ACCEPT THAT, IN ADDITION TO THE CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

---

Signature

---

Date

---

Capacity under which Tender is Signed

---

Name of Tenderer

**FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER  
DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

***Affix Proof of the National Treasury Central Supplier Database to this page  
(Full CSD required, not summary)***

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

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

YES	NO
-----	----

If yes, furnish your details in table below.

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

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

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

---

Signature

---

Date

---

Capacity under which Tender is Signed

---

Name of Tenderer

**FORM L: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

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

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

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

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

---

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

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

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

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

.....  
**(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY**

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

SIGNATURE .....

AS WITNESSES: 1. NAME ..... SIGNATURE .....

2. NAME ..... SIGNATURE .....

**PRO-FORMA FOR JOINT VENTURES:****Certificate of Authority for Joint Ventures**

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

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

**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED  
COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

## FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

**Notes to tenderer:**

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

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

<b>SPECIALISED ITEM</b>	<b>INDICATE IF SUB-CONTRACTED</b> (Tick correct option)	
	<b>YES</b>	<b>NO</b>

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

<b>Sub-contractor: Name, Address and Telephone No.</b>	<b>Portion/type of work to be undertaken</b>	
_____	_____	<b>Previous value of work:</b>
_____	_____	<b>Previous Experience:</b>
(____)_____	_____	_____
_____	_____	<b>Previous value of work:</b>
_____	_____	<b>Previous Experience:</b>
(____)_____	_____	_____

<hr/> <hr/> <hr/> (____)_____	<b>Previous value of work:</b>
	<b>Previous Experience:</b>
<hr/> <hr/> <hr/> (____)_____	<b>Previous value of work:</b>
	<b>Previous Experience:</b>

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

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in the City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

***Affix certified Proof of Good Standing with Compensation Commissioner to this page***

<b>FORM O: SCHEDULE OF CURRENT COMMITMENTS</b>
------------------------------------------------

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

**FORM P: REGISTRATION WITH CIDB**

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

## **RETURNABLES FOR QUALITY CRITERIA**

## FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

**The Tenderer will receive a maximum of 50 points based on information provided in this schedule.**

The following is a statement of work of similar (sports field civil works, see scope of works on C3) nature and size recently successfully executed by myself / ourselves:

- 1 Points will be given for projects completed of similar nature and size.
- 2 The tenderer scores **3 points** per project with a value of more than R1 million but less than R5 million, completed in the last 5 years.
- 3 The tenderer scores **7 points** per project with a value of more than R5 million but less than R10 million completed in the last 5 years.
- 4 The tenderer scores **10 points** per project with a value of more than R10 million completed in the last 5 years.
- 5 The tenderer may list only 5 projects of similar nature and size.
- 6 The maximum Quality points for each criterion are listed below.
- 7 Points for completion certificates attached will be given for similar projects.
- 8 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
- 9 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.
- 10 Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated.

NB: Similar project (construction of sports field civil works, see scope of work on C3)

Appointment letter as well as Completion Certificate (signed by client, contractor and engineer) of Relevant Work (to be attached – zero points if any is not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate)

BID NO: COM146/2023

TEKWANE SOUTH SPORTSFIELD

\*Attach additional pages if more space is required

Total Points

## FORM R: PLANT & EQUIPMENT

**The tenderer will receive a maximum of 15 points based on information provided in this schedule.**

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
  - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
  - No points will be allocated for hired plant.
  - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted. Certified copies of motor vehicle license (MVLX) or motor vehicle license and license disc (MVL1) or certificate of registration (RC1) or any valid document issued by the department of transport (where applicable\*\*). Invoices for equipment that are not traveling on the road will be accepted as proof of ownership (where applicable\*). The invoice must be in the name of the bidding company or director(s).
4. Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated

Description, size, capacity, etc.	Allocate Points if owned	Quantity Required	Quantity owned	Points Scored
Motor grader (Cat 14H or Similar)**	4.0	1		
Excavator (20 ton)*	2.0	2		
Vibratory Roller*	2.0	1		
Water Tanker (10 000 Litres)**	2.0	2		
Tipper Truck (10 m <sup>3</sup> or above)**	4.0	4		
TLB (48 kw Capacity)**	1.0	1		
<b>Total</b>	<b>15.0</b>			
Total Points Allocated				

\*Attached additional pages if more space is required.

## **FORM S: FINANCIAL RESOURCES BANKING INFORMATION**

**The tenderer will receive a maximum of 10 points based on information provided in this schedule.**

**Bank rating:** A = 10 POINTS

B = 7 POINTS

C = 5 POINTS

**NB:** the bank rating must be based on the amount reflected on the form of offer. No points will be allocated on the rating below the tendered amount. The City reserves the right to verify the information with the Financial Service Provider. In case of a JV, Consortium or partnership only the details of the lead partner will be considered

### **DETAILS OF TENDERERS BANKING INFORMATION**

**Notes to tenderer:**

- The tenderer shall attach to this form a letter of intent for 10% guarantee from a financial institution.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the lead partner.

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

**FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT  
ABOVE R 10 MILLION (MBD5)**

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

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

**YES / NO**

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

.....  
.....

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

**YES / NO**

2.1 If no, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for then 30 days?

.....  
.....

2.2 If yes, please provide particulars

.....  
.....

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

**YES / NO**

a. If yes, furnish particulars

.....  
.....

4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality/ municipal entity is expected to be transferred out of the Republic?

**YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

---

Signature

---

Date

---

Capacity under which Tender is  
Signed

---

Name of Tenderer

**FORM S: FINANCIAL RESOURCES**  
**DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

*The Tenderer must attach hereto an **Original Letter** from a financial institution with whom he has made the necessary arrangements, to the effect that the said financial institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)*

**A Pro forma follows herewith for the tenderer to use.**

**PRO-FORMA FOR A PERFORMANCE  
GUARANTEE PERFORMANCE  
GUARANTEE**

Employer

(Name and Address)

\_\_\_\_\_

Contract No

\_\_\_\_\_

Contract Title

\_\_\_\_\_

WHEREAS

\_\_\_\_\_

(hereinafter referred to as "the Employer") entered into, a Contract with:

(hereinafter called "the  
Contractor")  
the construction of (Contract Title)

on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for

at \_\_\_\_\_

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS  
WE  
Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtor to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (in words)  
R \_\_\_\_\_ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

- 7) I/ We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHERE OF this guarantee has been executed by us at \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

As witness:

1. \_\_\_\_\_ Signature \_\_\_\_\_  
2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of  
(Guarantor)

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

**The Tenderer will receive a maximum of 25 points based on information provided in this Schedule**

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach your own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. Registered professional engineers, technicians or technologists means those who are involved in the construction / civil works relating to sports field. Registered professionals of other disciplines (e.g., mechanical) are considered as employees only.
5. For all foreign nationals must attach SAQA accreditation, certified IDs and certified proof of work permit

### CONSTRUCTION PERSONNEL

#### i) Contracts Manager

Contracts Manager is required to have a minimum of NQF Level 7 in Civil engineering or equivalent and a minimum of 10 years in community sportsfield construction and who is registered with SACPCMP and Pr. CPM or ECSA as PrEng or Pr.Tech.Eng shall be required as a minimum, as indicated below:

EXPERIENCE IN SPORTS FIELD CONSTRUCTION	<10	11	12	13	>14
POINTS	1	2	3	4	5

#### ii) Site Agent

Site Agent is required to have a minimum of N.D Civil engineering or equivalent to a NQF 6 qualification and a minimum of 10 years in community sportsfield construction, as indicated below:

EXPERIENCE IN SPORTSFIELD CONSTRUCTION	<10	11	12	13	>14
POINTS	2	4	6	8	10

**iii) Site Foreman**

Site Foreman on permanent/ contract basis, with at least NQF 4 qualification or related qualification with experience in community sportsfield projects of not less than seven (7) years. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below:

EXPERIENCE IN SPORTSFIELD CONSTRUCTION	<7	8	9	>10
POINTS	2	3	4	5

**iv) Safety Officer**

Safety Officer on permanent/contract basis, to have a minimum qualification of Safety Management Training Course (SAMTRAC) or National Diploma in Safety Management or equivalent minimum NQF LEVEL 5 qualification with a valid certificate issued by SACPCMP for registration CHSO and with experience in community sportsfield projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

EXPERIENCE IN SPORTSFIELD CONSTRUCTION	<3	4	>5
POINTS	2	3	5

Experience	Points
Provide detailed CVs, certified IDs and <b>certified</b> qualifications for all Key Personnel for each category stated above.	<b>25</b>

**N.B Points to be allocated based on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications, certified IDs and relevant experience. Failure to do so will result in zero points.**

**ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE**

**Note: Only CV's and Certified Qualifications of Key personnel that were named and shown on the organogram to be attached.**

**COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)**

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form Q	50		
Plant and Equipment:	Form R	15		
Financial References:	Form S	10		
Key Personnel :	Form T	25		
	<b>Sub- Total</b>	100		
	<b>TOTAL</b>	<b>100</b>		

**Note:**

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

**SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM**

1	MAXIMUM POINTS TO BE ALLOCATED
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

<b>FORM U: SCHEDULE OF TENDER COMPLIANCE</b>
----------------------------------------------

**Note to tenderer:**

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

<b>FORM NO / GBD NO</b>	<b>FORM DESCRIPTION</b>	<b>TICK IF COMPLETED</b>
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENTIAL PROCUREMENT REGULATIONS 2022	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	KEY PERSONNEL, EXPERIENCE AND QUALIFICATIONS	

**THE CONTRACT**

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

**PART C1** **AGREEMENT AND CONTRACT DATA**

<b>CONTENTS</b>	<b>PAGE(S)</b>
C1.1 FORM OF OFFER .....	C1.1-1
C1.2 FORM OF ACCEPTANCE .....	C1.2-1
C1.3 SCHEDULE OF DEVIATIONS .....	C1.3-1
C1.4 CONTRACT DATA .....	C1.4-1 to C1.4-6
C1.5 PERFORMANCE GUARANTEE .....	C1.5-1 to C1.5-4
C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.6-1 to C1.6-3
C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.7-1 to C1.7-2

**C1.1 FORM OF OFFER**

**C1.2 FORM OF ACCEPTANCE**

**C1.3 SCHEDULE OF DEVIATIONS**

**C.1.1 FORM OF OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONTRACT NO: XV- TEKWANE SOUTH SPORTSFIELD**

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

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

**The offered total of the prices, inclusive of any value added tax or sales tax which the law requires the employer to pay, is \_\_\_\_\_**

\_\_\_\_\_ (in words) R \_\_\_\_\_ (in figures)

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

**for the TENDERER**

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

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

Capacity: \_\_\_\_\_

Witness:

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

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

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

## C1.2: FORM of ACCEPTANCE

### ACCEPTANCE

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

The terms of the contract, are contained in:

Part C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: Site information

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

### for the EMPLOYER

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

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

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

Capacity: \_\_\_\_\_

### Witness:

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

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

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

**C1.3: SCHEDULE of DEVIATIONS**

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

**for the TENDERER**

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

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

Capacity: \_\_\_\_\_

**for the EMPLOYER**

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

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

Capacity: \_\_\_\_\_

**Witness:**

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

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

**C1.4 CONTRACT DATA**

## C1.4: CONTRACT DATA

### CONDITIONS OF CONTRACT

#### PART 1: DATA PROVIDED BY THE EMPLOYER

### CONDITIONS OF CONTRACT

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

### CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract.

#### **PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

Clause	Description
1.1.1.13	The Defects Liability Period is <b>12 months</b>
1.1.1.15	The Name of the Employer is the <b>City of Mbombela</b> .
1.1.1.16	The Name of the Employer's Agent is <b>Sky High Consulting Engineers Pty (Ltd)</b>
1.1.1.26	The pricing strategy: <b>Re-Measurement Contract</b>
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p>Physical address: <b>1 Nel Street Mbombela 1200</b> Postal address: <b>PO Box 45 Mbombela 1200</b></p> <p>Telephone: <b>013 759 9111</b> Fax: <b>013 759 2070</b> E-mail: <a href="mailto:nhlanhla.dhlamini@mbombela.gov.za">nhlanhla.dhlamini@mbombela.gov.za</a></p>
1.2.1.2	<p>The address of the Employer's Agent is:</p> <p>Physical address: <b>18 Russell Street Mbombela 1200</b> Postal address: <b>PO Box 2816 Tzaneen 0850</b></p> <p>Telephone: <b>013 752 3014</b> Fax: <b>086 540 1430</b> E-mail: <a href="mailto:info@shconsulting.co.za">info@shconsulting.co.za</a></p>
2.4	<p><b>Variations to the Conditions of Contract are:</b></p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> <li>1. Contract Agreement,</li> <li>2. Form of Offer and Acceptance,</li> </ol>

Clause	Description
	<p>3. Contract Data,          4. Specification Data,          5. Standardized Specifications,          6. Drawings,          7. Bill of Quantities,          8. Statutory Regulations,          9. Other standard specifications.</p> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</li> </ul> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> <li>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.</li> </ul>

Clause	Description
	<p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>(viii) <b>Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment which includes the COVID-19 safety plan shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remains in force.</b></p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> <li>(i) The Contractor shall himself obtain the Mining Authorization for the sites.</li> <li>(ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.</li> <li>(iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safely and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract.</li> <li>(iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.</li> <li>(v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2015 3<sup>rd</sup> Edition).</li> <li>(vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.</li> <li>(vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.</li> </ul>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to clause 4.3.1)</li> <li>• Initial programme (Refer to clause 5.6.1)</li> <li>• Security (Refer to clause 6.2.1)</li> <li>• Insurance (Refer to Clause 8.6.1)</li> </ul>
5.3.2	<p>The time to submit the documentation required, before commencement with Works execution is <b>14 calendar days</b>.</p>
5.4.2	<p>The access and possession of site shall not be exclusive to the Contractor.</p>

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from <b>22-Dec-2023 to 08-Jan-2024 OR AS PER SAFCEC TBA</b>
5.13.1	The penalty for failing to complete the Works is: is <b>0.05 %</b> of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The completed community sportsfield and associated facilities are opened to the public for use.
5.16.3	The latent defect period is <b>10 years</b> after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is <b>15%</b> .
6.8.2	This contract does include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are <b>not</b> allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>
6.10.3	The limit of retention money is <b>10%</b>
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at <b>12%</b> of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be <b>ad-hoc</b> adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is <b>one</b> .
10.7.1	The determination of disputes shall be by <b>arbitration</b> .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
	Thirty percent (30%) of the contract value shall be made <b>NON-compulsory</b> for subcontracting to local people/companies irrespective of the <u>domicilium et exicutandi</u> of the contractor. However, contractors will be allocated points for the proposal of social responsibility/ social development plan (Form V of Returnables) within CITY OF MBOMBELA

## PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Description
1.1.1.9	The <b>Contractor</b> is .....
1.2.1.2	The Contractor's address for receipt of communications is:
	Physical address: .....
	Postal address: .....
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**C1.5 FORM OF GUARANTEE**

**PRO FORMA PERFORMANCE****GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

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

"Works" means: .....

"Site" means: .....

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

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

Amount in words: .....

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

Amount in words: .....

"Expiry Date" means: .....

**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. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. 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 suretyship;
  - 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 of the 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. 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 .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**  
**(ACT NO 85 OF 1993)**

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
(ACT NO 85 OF 1993)**

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year .....

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

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

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

WHEREAS the Employer is desirous that certain works be constructed, TEKWANE SOUTH SPORTSFIELD and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory 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 Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the 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 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
  - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory 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 Mandatory 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 issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS	1	2
NAME	1	2

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS	1	2
NAME	1	2

(IN CAPITALS)

**C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 20\_\_\_\_\_,

Mr/Ms \_\_\_\_\_ whose \_\_\_\_\_ signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

\_\_\_\_\_  
SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

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

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESS: 1. \_\_\_\_\_ 2. \_\_\_\_\_

NAME (in capitals): 1. \_\_\_\_\_ 2. \_\_\_\_\_

**PART C2** **PRICING DATA**

**C2.1 PRICING INSTRUCTIONS**

## C2.1: PRICING INSTRUCTIONS

1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities<sup>1</sup>. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Schedule 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 construction of the work described, 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 Tender is based.

6 An amount or rate shall be entered against each item in the Schedule 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 Schedule.

The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata 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 tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

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

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

<sup>1</sup> The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

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

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

9 For the purposes of this Schedule 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 SANS 1200 (Standardised Specification for Civil Engineering Construction) or the Specification Data.

Quantity: The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work

Amount : The quantity of an item multiplied by the tender rate of the (same) item

Sum : An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
$m^2$	=	square metre
$m^2$ -pass	=	square meter-pass
ha	=	hectare
$m^3$	=	cubic meter
$m^3$ -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
ML	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

**C2.2: BILL OF QUANTITIES**

SCHEDULE OF QUANTITIES

C2.2-2 to C2.2-19

SUMMARY OF SCHEDULE OF QUANTITIES

C2.2-20 to C2.2-20

## **SCHEDULE OF QUANTITIES**

**SUMMARY OF SCHEDULE OF QUANTITIES**

Section No.	Description	Amount (R)
Schedule 1	Preliminary & General	
Schedule 2	Provisional Sums	
Schedule 3	Water Reticulation	
Schedule 4	Sewer Reticulation	
Schedule 5	Earthworks	
Schedule 6	Stormwater	
Schedule 7	Soccer Field	
Schedule 8	Gate House	
Schedule 9	Fencing	
Schedule 10	Dayworks	
<b>A. SUB TOTAL FOR CONSTRUCTION</b>		
A1. ADD 10% for Contingencies (10% of A)		
<b>B. SUB TOTAL (A + A1)</b>		
B1. ADD 15% VAT (15% of B)		
<b>C. TOTAL TO BE CARRIED TO FORM OF OFFER (B + B1)</b>		

**PART C3**      **SCOPE OF WORKS**

**PART C3: SCOPE of WORK**

<b><u>CONTENTS</u></b>	<b><u>PAGES</u></b>
<b>C3.1 DESCRIPTION OF WORKS.....</b>	<b>C3.1-1</b>
C3.1.1 Employer's Objectives .....	C3.1-1
C3.1.2 Overview of the Works.....	C3.1-1
C3.1.3 Extent of Works.....	C3.1-1
C3.1.4 Location of the Works .....	C3.1-1
C3.1.5 Temporary Works .....	C3.1-1
<b>C3.2 ENGINEERING .....</b>	<b>C3.2-1</b>
C3.2.1 Design .....	C3.2-1
C3.2.2 Employer's Design.....	C3.2-1
C3.2.3 Contractor's Design .....	C3.2-1
C3.2.4 Drawings .....	C3.2-1
C3.2.5 Design Procedure .....	C3.2-2
<b>C3.3 PROCUREMENT .....</b>	<b>C3.3-1</b>
C3.3.1 Preferential Procurement.....	C3.3-1
C3.3.2 Subcontracting .....	C3.3-1
<b>C3.4 CONSTRUCTION .....</b>	<b>C3.4-1</b>
C3.4.1 Works Specifications.....	C3.4-1
C3.4.2 Project Specifications Relating to Standard Specifications .....	C3.4-2
<b>C3.5 MANAGEMENT .....</b>	<b>C3.5-1</b>
C3.5.1 Management of the Works.....	C3.5-1
<b>C3.6 HEALTH AND SAFETY.....</b>	<b>C3.6-1</b>
C3.6.1 Health and Safety Requirements and Procedures .....	C3.6-1
C3.6.2 Protection of the Public .....	C3.6-1
C3.6.3 Barricades and Lighting.....	C3.6-1
C3.6.4 Traffic Control on Roads.....	C3.6-2
C3.6.5 Measures Against Disease and Epidemics .....	C3.6-2
C3.6.6 Aids Awareness .....	C3.6-2

### C3.1: DESCRIPTION of WORKS

#### C3.1 DESCRIPTION OF THE WORKS

##### C3.1.1 EMPLOYER'S OBJECTIVES

The Employer requires the TEKWANE South Sportsfield to be constructed as part of their IDP requirements and Community Services objectives for the 2023/24 Financial Year. This site is located at TEKWANE South falling within Ward 18 of the City of Mbombela in the Ehlanzeni District, Mpumalanga Province.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors.

Thirty percent (30%) of the project need to be executed by local sub-contractor/s as far as possible.

##### C3.1.2 OVERVIEW OF THE WORKS

The project will include the construction of a soccer field, change rooms facilities, and a mesh wire security fence with guard house. This project will be a new construction as currently there is no formal structure but only an open space. This Facility is in a central position to be used by villages around Karino, TEKWANE North and South.

##### C3.1.3 EXTENT OF WORKS

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

- Bulk earthworks and platform preparation
- Soccer field - artificial turf including run-offs and irrigation
- Site water reticulation (reticulation network, storage and borehole)
- Site sewer reticulation
- Soccer field - artificial turf including run-offs and irrigation
- Fencing around site – 2.4m high concrete palisade fencing
- Fencing around pitch – 2.1m high steel clear-vu fencing
- Stormwater and drainage for site area
- Building facilities – gate house including water and sanitation (connections to municipal line)

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

Approximate quantities of each type of work are given in the Schedule of Quantities.

##### C3.1.4 LOCATION OF THE WORKS

The project site is situated at TEKWANE Township in Mbombela under the City of Mbombela in Mpumalanga province. The site is situated 20 km East of the city of Mbombela travelling along the Kanyamazane Road. TEKWANE Township is located next to Entokozweni East township on the Eastern side along the Kanyamazane Road with Mbombela as the nearest town to the township.

The co-ordinates for the site are as detailed below:

**Table 3.1.4: Sportsfield Site Coordinates**

DESCRIPTION	COORDINATES	STREET NAME
Longitude	31°08'37.0"E	Cnr Isaiah Khoza Boulevard &
Latitude	25°28'28.6"S	Matthews Phosa Boulevard

**C3.1.5 TEMPORARY WORKS**

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
- e) The camp shall be adequately guarded during or outside working hours.

**DESCRIPTION OF THE SITE AND ACCESS****PS.2.1 Location of Site**

The project site is situated at TEKWANE Township in Mbombela under the City of Mbombela in Mpumalanga province. The site is situated 20 km East of the city of Mbombela travelling along the Kanyamazane Road. TEKWANE Township is located next to Entokozweni East township on the Eastern side along the Kanyamazane Road with Mbombela as the nearest town to the township

**PS.2.2 Access to Site**

Access to site is per normal vehicle.

**PS.2.3 Nature of the Ground and Subsoil Conditions**

A multi-disciplinary geotechnical centerline and materials investigation was conducted for the **TEKWANE SOUTH SPORTSFIELD**. The investigation was undertaken in order to assess the engineering geological character of the area, focusing on the geotechnical properties which will affect the construction of the proposed new road.

The findings of this investigation are elucidated in their report, the summary of which is available from the Employer's Agent at request. All of the relevant material testing data is included in the report.

**PS.2.4 Construction in Confined Areas**

It will be necessary for the Contractor to work in confined areas. No additional payment will be made for work in "restricted areas", except in the case of structures as described in Sub clause 6108(d) of the Standard Specifications. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's Constructional Plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the methods used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

**PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS****PS.3.1 General**

The Contractor is referred to the relevant provisions of the SANS 1200 Standard Specification). These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

### PS.3.2 Labour-Optimising Construction Activities

#### (a) General

The portions of the Works listed in Subclause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods only. Payment for works identified in Subclause (b) below shall be made in accordance with the pay items provided in the bill of quantities.

In respect of those portions of the Works which are not listed in Subclause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

#### (b) Operations to be executed using labour-optimising construction methods

The following portions of the Works shall be executed using labour-optimising construction methods:

- i. Clearing and grubbing at inlets and outlets of hydraulic structures
- ii. Cleaning of hydraulic structures
- iii. Excavating for all open drains, culverts, inlet and outlet structures, fence posts, road sign posts and guardrail posts
- iv. Constructing culvert inlet and outlet structures as well as cast in situ slabs, including all masonry work and minor precast work. All concrete shall be mixed by hand or by hand-driven mixing machines
- v. Removing oversize material
- vi. Block paving

### PS.3.3 Restrictions on the Use of Personnel in the Permanent Employ of the Contractor

(a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications

- (i) Part C - Provision of the temporary workforce

execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

(b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this subclause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:

- (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract
- (iii) Any other circumstances which the Engineer may deem as constituting a warrant.

### PS.3.4 Community Liaison and Community Relations

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 51 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

### **PS.3.13 Construction Programme**

#### **(a) Preliminary Programme**

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

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

#### **(b) Programme in terms of Clause 5.6 of the General Conditions of Contract**

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

**C3.2: ENGINEERING****C3.2 ENGINEERING****C3.2.1 DESIGN**

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

**C3.2.2 EMPLOYER'S DESIGN**

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

**C3.2.3 CONTRACTOR'S DESIGN**

Where the 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 DRAWINGS**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/ record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

NO	DRAWING NUMBER	DESCRIPTION
1	N/A	Cover Page
2	SHCE-N016-001	LAYOUT
3	SHCE-N016-002	SECTIONS THROUGH TERRACE
4	SHCE-N016-003	SEWER LONGITUDINAL SECTION
5	SHCE-N016-004	MANHOLE AND PIPE BEDDING DETAILS
6	SHCE-N016-005	MANHOLE INSPECTION EYE AND ERF CONNECTIONS DETAILS
7	SHCE-N016-006	WATER SCHEDULE
8	SHCE-N016-007	WATER DETAILS
9	SHCE-N016-008	STORMWATER AND SUBSURFACE LONG SECTIONS SHEET 1 OF 2
10	SHCE-N016-009	STORMWATER AND SUBSURFACE LONG SECTIONS SHEET 2 OF 2
11	SHCE-N016-010	STORMWATER DETAILS
12	AR0001	SITE PLAN
13	AR0002	SDP
14	AR0100	FLOOR PLAN
15	AR0700	DOOR AND WINDOW SCHEDULE

**C3.2.5****DESIGN PROCEDURES**

Not applicable.

### **C3.3: PROCUREMENT**

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

##### **C3.3.1 PREFERENTIAL PROCUREMENT**

###### **C3.3.1.1 Requirements**

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

###### **C3.3.1.2 Resource standard pertaining to targeted procurement**

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

#### **C3.3.2 SUBCONTRACTING**

##### **C3.3.2.1 Scope of mandatory subcontract works for LI items (Labour Rates)**

- a) Paving - R55-R60/ m<sup>2</sup>
- b) Kerbing – R45-R50 / m
- c) V – Drains - R80-R90 /m<sup>3</sup> (15% -20% of total price)
- d) Gabions – R150-R180/ m<sup>3</sup>
- e) Back filling water lines – R35-R40/ m<sup>3</sup>
- f) Erect diamond fences – R60/m
- g) Brick wall – R60-R80/m<sup>2</sup>
- h) Speed humps – R2,650/ Speed hump
- i) Plastering – R70-R80/ m<sup>2</sup>
- j) Hiring of mobile toilets – R2500-R3000/Toilet
- k) Guard rails – R 420 / m

However, local subcontractors should be considered provided they are capable.

##### **C3.3.2.2 Preferred subcontractors/suppliers**

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

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

The contractor is solely responsible for negotiating with local subcontractors.

##### **C3.3.2.4 Attendance on subcontractors**

Not applicable

## C3.4: PROCUREMENT

<b>C3</b>	<b>Scope of Works</b>	<b>C3.1</b>
	<b>Portion 1: The Works</b>	<b>C3.1 - C3...</b>
	<b>Portion 2: Variations &amp; additions to the standardized specifications for this contract and particular specifications for this project</b>	<b>C3.15 - C3...</b>

## PART C3: SCOPE OF WORK AND PROJECT SPECIFICATIONS

### SCOPE

This project specification is set out in two portions. Portion 1 covers a general description of the project, the facilities available and the requirements to be met. Portion 2 covers variations and additions to standardised or particular specifications that are applicable to the contract.

Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification.

### STATUS

In the event of any discrepancy between the project specifications and a part or parts of the SANS 1200 Standardized Specifications, the schedule of quantities or the drawings, the project specifications shall take precedence.

### PORTION 1: THE WORKS

#### PS 1 **GENERAL DESCRIPTION**

***The work to be carried out includes the TEKWANE SOUTH SPORTSFIELD.***

#### PS 2 **DESCRIPTION OF SITE AND ACCESS**

***The site will have access from the Kanyamazane Road onto Matthews Phosa Road and Isaiah Khoza Road.***

#### PS 3 **NATURE OF GROUND AND SUBSOIL CONDITIONS**

***Tenderer to familiarize himself with ground conditions.***

#### PS 4 **CONSTRUCTION PROGRAMME**

The Contractor shall submit his programme of work to the Employer's Agent not later than 14 days after the Contractor has been notified of the acceptance of his tender and only after discussions with the Employer's Agent. The Contractor shall furthermore carefully consider the expected wet weather conditions during winter and plan the work and working methods to limit any possible standing time or delay. The Due Completion date and any "float" must be indicated by the Contractor on the programme. Should the Due Completion date not be indicated, the Due Completion date, in the opinion of the Employer's Agent, shall be accepted as correct and binding. If necessary, the Employer's Agent may instruct the Contractor to adjust his programme to suit other activities.

The Contractor shall deliver the programme to the Employer's Agent's offices and shall include:

- 2 colour paper copies
- In electronic MS Project format.

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities and value of work to be performed each week.

If, during the progress of the work, the quantities of work performed per week fall below those shown on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week of being notified by the Employer's Agent, submit a revised programme.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in clause 1.1.1.14 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labour and equipment on site, or using the available labour and equipment in a more efficient manner.

Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Agent to take steps as provided in clause 9.2 of the General Conditions of Contract.

The approval by the Employer's Agent of any programme shall have no contractual significance other than that the Employer's Agent will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Employer's Agent

to instruct the contractor to vary the programme should circumstances make this necessary. The Contractor is also referred to clause PS 8 when drawing up his programme.

The tenderer must make provision in his programme and tendered rates for the following constraints in working hours and working methods: (This list is not exhaustive and it is accepted that all other constraints were identified by the Contractor during the site inspection)

- All wayleaves must be obtained prior to construction.

The Contractor must submit on a monthly basis a progress report consisting of a short report on the progress, project constraint implications (Time, cost, quality, risks, resources) and progress shall be indicated on the approved programme for each activity.

The progress report must be submitted 2 days before site meetings and must accompany payment certificates to ensure the processing of payment.

PS 6 SITE FACILITIES AVAILABLE

PS 6.1 CAMP SITE

A specific site will be allocated to the Contractor for his construction camp and offices.

PS 6.2 WATER, ELECTRICITY AND SEWAGE

The contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

Water

All water usage must be metered and reported at site meetings. The water supply is not guaranteed and no claims regarding insufficient supply of water will be considered. The contractor shall be held liable for any wastage of water due to negligence. Water usage will be charged at the standard applicable tariff.

Electricity

Electricity is available in the vicinity of the site, which the Contractor may use at his own discretion. The Contractor must make the temporary connection and install a meter at his own expense at a point approved by the Employer's Agent. Electricity will be charged for at the standard applicable tariff.

The sufficiency or continuity of the electrical supply is not guaranteed under any circumstances and if the supply should fail or be insufficient the Contractor shall make his own arrangements to ensure sufficient supply. The Client will not be liable for any claims in this respect.

No separate payment will be made for the distribution and consumption of water and electricity, the cost of which will be deemed to be included in the tendered rates.

The Contractor must promptly provide the required services for the Employer's Agent not later than 21 days after the commencement date of the contract. In failing to do so, the Employer's Agent may arrange for these services directly. The cost of arranging, maintaining and providing of such facilities arranged by the Employer's Agent due to failure by the Contractor will be deducted from payments due to the Contractor.

The contractor shall pay a spot fine of R750 per service per occasion for failing to meter electricity and water consumption. The spot fine will be enforced by the Employer's Agent and will be deducted from payments due to the contractor. The fine is payable whether the contractor is obliged to pay for services or not.

Disposal of sewage

The Contractor shall at its own expense, be responsible for the safe and hygienic dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Employer's Agent. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging its obligations in terms of this sub-clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

See subclause PSA 4.2 regarding the sewage requirements.

**PS 7.1 Facilities for the Employer's Agent**

No separate office for the Employer's Agent is required but the contractor must provide a table, a chair and a plan cupboard in one of his offices for the exclusive use by the Employer's Agent. The Employer's Agent shall also be allowed the free use of the contractor's facilities.

The Employer's Agent shall also be allowed the free use of the necessary survey equipment and survey assistants to enable him to carry out control work as and when required.

**PS 7.2 Site instruction book**

A triplicate book to be used for site instructions must be provided by the contractor and shall at all times be kept on the site.

***.PS 7.1.3 Site Meeting Venue***

The Contractor shall provide within its own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of TEN (10) persons at site meetings. The Employer's Agent shall be allowed free use of such venue for the conducting of any other meetings concerning the Contract at all reasonable times.

PS 7.1.4 Equipment and Assistants(a) *Survey Equipment*

The Contractor shall, in accordance with the requirements of SABS 1200AB provide the following survey equipment for the exclusive use of the Employer's Agent and his staff:

- (i) 1 No. upright reading automatic level with tripod;
- (ii) 1 No. metric levelling staff with protective cover bag;
- (iii) 6 No. ranging rods;
- (iv) 1 No. 100 meter "Stilon" tape measure;
- (v) 1 No.  $\pm 2$  kg hammer; and
- (vi) 1 No. 2 m DCP.

Whenever reasonably required by the Employer's Agent, the Contractor shall, in accordance with the requirements of SABS 1200AB, make available to the Employer's Agent or his representative, the following additional survey equipment:

- (i) 1 No. Tacheometer (Theodolite) with tripod;
- (ii) 1 No. survey staff for tacheometer;
- (iii) 1 No. "Distomat", complete with tripod, fully charged battery and all appurtenant accessories.

(b) *Survey Assistants*

The Contractor shall, in accordance with the requirements of Sub-clause 5.5 of SABS 1200AB, make available to the Employer's Agent, TWO (2) survey assistants.

PS 7.1.9 Contract Name Boards

The Contractor shall provide, erect and maintain two contract name boards at such positions and locations as are directed by the Employer's Agent, which name boards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regards to size, painting, decorating and detail, and the requirements described hereunder.

Each name board shall be made of chromadek of thickness at least 12mm so braced on the reverse side as to prevent warping and be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SABS 1091.

The Contractor shall keep the contract name boards in good repair for the duration of the Contract and shall remove them on completion of the Contract."

**PS 8 FEATURES REQUIRING SPECIAL ATTENTION**PS 8.1 **ACCESS TO PROPERTIES**

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

The Contractor shall provide access to the public and to the property owners and maintain the necessary access for the duration of the contract.

If, as a result of restricted road reserve widths and the nature of the works, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions in order to provide access to the erven and properties.

The Contractor may, with the approval of the Employer's Agent, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. The Employer's Agent shall be informed of such arrangements prior to implementation and it shall be subject to the approval by the Employer's Agent. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

**Note:** No payment items have been scheduled separately for any work required to ensure compliance with the above-mentioned. The Contractor must note that the rates and prices tendered shall be deemed to include full compensation for any additional work required to construct the works as specified and to maintain access, and that no extra payment will be made, nor will any claim for payment for these difficulties be considered.

The arrangements made between the affected parties and the Contractor shall be confirmed in writing by the Contractor and submitted to the Employer's Agent for written approval by the Employer's Agent.

**PS 8.2 CONTRACTOR'S VEHICLES**

All equipment and vehicles used by the contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licenses.

**PS 8.3 SITE MAINTENANCE**

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction.

Public roads affected by construction activities, shall be cleaned on a daily basis by means of suitable and appropriate techniques and equipment. Due care and preventative measures must be taken by the Contractor to prevent material falling or accumulating on roads and any ingress of materials into the storm water system. No additional payment will be made for maintaining the roads and storm water system in a clean and acceptable condition. The Contractor shall be held liable for any costs incurred resulting from the Contractor not complying with this requirement and such costs shall be deducted from payments due to the Contractor.

**PS 8.4 TESTING AND QUALITY CONTROL****PS 8.4.1 Contractor to Engage Services of an Independent Laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which tests are specified in, or reasonably to be inferred from the Contract, as to be taken into consideration by the Employer's Agent in deciding on whether the quality of materials utilised and workmanship achieved by the Contractor complies with the requirements of the specifications. The a foregoing shall apply irrespective of whether the said testing is indicated in the specifications as to be carried out by the Employer's Agent or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified and arranging the test results in an orderly manner and indicating on a drawing the various test positions. The Contractor shall promptly provide the Employer's Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in Sub-clause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

**PS 8.4.2 Additional testing required by the Employer's Agent**

In addition to the provisions of Sub-clause PS 8.4.1, the Employer's Agent shall be entitled at times during the Contract, to require that the Contractor arrange with the independent laboratory, to carry out any such tests, additional to those described in Sub-clause PS 8.4.1, at such times and at such locations in the Works as the Employer's Agent shall prescribe. The Contractor shall promptly and without delay, arrange with the independent laboratory for the carrying out of all such additional testing as required by the Employer's Agent and copies of the test results shall be promptly provided to the Employer's Agent in an acceptable format and the test positions shall be indicated by the Contractor on a drawing.

**PS 8.4.3 Cost of Testing and record keeping**

The Contractor shall record all test results in tabular form in Excel which shall include a unique reference number, description of test, requirements/specified minimum, actual test result, date of test, position of test and Fail/Pass. Should a test indicate a failure the table shall include a reference to a further test of the rework indicating an acceptable test result (Pass).

The Contractor shall in addition on a continuous basis update a separate set of as built drawing(s) with all the test results. An updated table and drawing must be submitted the Employer's Agent on a monthly basis for approval. All actual test results shall also be submitted to the Employer's Agent (apart from the copy forwarded on receipt from the laboratory) with the unique reference number marked on the top right corner.

**(a) Tests in Terms of Sub-clause 8.4.1**

The costs of all testing carried out by the independent laboratory in accordance with the requirements of Sub-clause PS 8.4.1 above shall be born by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of Sub-clause PS 8.4.1.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

Should the Contractor fail to timeously arrange or undertake the required test or fail to timeously present the test results and drawing with test positions, the Employer's Agent may proceed with arranging the testing and all costs related to the arrangement of the tests, the cost of testing and any other associated costs will be deducted from payments due to the Contractor.

**(b) Additional Tests required by the Employer's Agent**

The costs of any additional tests required by the Employer's Agent in terms of Sub-clause PS 8.4.2 shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved is not in accordance with the specifications, shall not be reimbursable to the Contractor.

**PS 8.6 EXISTING SERVICES**

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

- (a) these services actually are in the approximate positions indicated.
- (b) that these are the only services in the vicinity, and
- (c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Employer's Agent before commencing work in the proximity of existing services or works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Employer's Agent and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

**PS 8.7 MONTHLY STATEMENTS AND PAYMENT CERTIFICATES**

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at its own cost, strictly in accordance with the standard payment certificate format prescribed by the Employer's Agent in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit TWO (2) A4 sized paper copies of the statement. The Contractor must submit the payment certificate in Excel or Bill format as instructed by the Employer's Agent. All supporting calculations of each quantity must be submitted with each payment certificate, sufficiently broken down into various portions of the work to enable the Employer's Agent to verify the quantities.

For the purposes of the Employer's Agent's payment certificate, the Contractor shall subsequently be responsible, at its own cost, for making such adjustments to its statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at its own cost, make the said adjustments to the statement and return to the Employer's Agent within THREE (3) normal working days from the date on which the Employer's Agent communicated to the Contractor the adjustments which requires, FIVE (5) sets of A4-sized paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed in terms of Sub-clause 6.10.4 of the Conditions of Contract to the Employer's Agent for submission to the

BID NO: COM146/2023

TEKWANE SOUTH SPORTSFIELD

Employer and the Contractor of the signed payment certificate and to the period in which the Employer is required to make payment to the Contractor.

#### PS 8.8 **ACCESS TO AND CONSTRUCTION IN RESTRICTED AREAS**

Working space and access to working areas are sometimes restricted. The construction method used in these restricted areas and accessing these areas largely depends on the Contractor's Equipment. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while accessing and working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

#### PS 8.9 **DRAWINGS**

The reduced drawings that form part of the tender documents shall be used for tender purposes only.

The Contractor will be supplied with 3 sets of paper prints to scale of each of the drawings required for construction purposes. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

##### PS 8.9.1 **Figured dimensions to be used**

The Contractor shall use only the dimensions stated in figures on the drawings in setting out the Works and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, on the request of the Contractor in accordance with the provisions of clause 5.9 of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

##### PS 8.9.2 **Drawings and As-Built / Record Drawings**

The Contractor shall ensure that accurate as-built records and drawings are kept of all infrastructure installed, crossed, discovered or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Levels of all services shall also be given. In addition the levels, coordinates, direction, size and type of existing services crossed or exposed must be recorded by the Contractor and be indicated on the as-built drawings. A marked-up set of drawings shall also be kept and updated by the Contractor on at least a weekly basis. This information shall be supplied to the Employer's Agent Representative on a regular basis in accordance with the Employer's Agent's requirements. Electrical services shall be indicated in red, water pipes in blue, sewers in green, storm water services in brown, Telkom services in orange, etc.

Any information in the possession of the Contractor, which the Employer's Agent requires to complete the record drawings shall be supplied to the Employer's Agent Representative before a Certificate of Practical Completion will be issued.

Should the Contractor fail to provide the information timeously, the Employer's Agent may arrange for additional surveys, exploratory holes, marking up of drawings, etc. to obtain and record the necessary information. All costs to obtain and record the information will be deducted from payments due to the Contractor.

#### PS 9 **INFORMATION SUPPLIED BY THE EMPLOYER**

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

#### PS 10 **SPOIL MATERIAL**

No indiscriminate spoiling of material will be allowed. All surplus material shall be spoiled at a site provided by the contractor, unless specifically scheduled otherwise in the schedule of quantities.

#### PS 11 **NON-WORKING DAYS**

The contractor shall not work on Sundays or on the following statutory Public Holidays : New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill.

**PS 12 SAMPLES**

The contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Employer's Agent reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

**PS 13 MANUFACTURER'S INSTRUCTIONS**

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Employer's Agent.

**PS 14 PROPRIETARY MATERIALS**

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Employer's Agent.

**PS 15 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS**

The contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Employer's Agent, and the contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified, the cost of which shall be included in the rates tendered for items PSA 8.3.1 and 8.3.2 under section 1200 A of the schedule of quantities.

**PS 16 SETTING OUT OF WORK**

Reference and level beacons will be shown to the Contractor by the Employer's Agent at the commencement of the Contract and the Contractor will be responsible for transferring the date to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Employer's Agent. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Employer's Agent shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Employer's Agent. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Employer's Agent. Accurate control off-line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Employer's Agent and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Employer's Agent for this survey work. Any assistance, including checking given to the Contractor by the Employer's Agent or any setting out done by the Employer's Agent for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Employer's Agent. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Employer's Agent and when otherwise necessary.

When required the Contractor shall, at his own expense, provide one labourer to assist the Employer's Agent. The Employer's Agent shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

**The contractor must verify with the Employer's Agent prior to construction whether the coordinates shown on the drawings have reference to the Clarke 1880 or WGS 84 system.**

**PS 17 CONTROL OF NOISE AND DUST**

All noise and dust to be kept to the lowest level possible.

**PS 18 SOURCE OF CONSTRUCTION MATERIAL**

The location and procurement of all imported material will be the responsibility of the Contractor. Rates tendered for all imported material shall include haulage. All manufactured materials shall carry the SABS mark.

**PS 19 FREEHAUL**

All tendered rates shall allow for all transport costs. The free haul distance for the purpose of this Contract will be unlimited unless otherwise indicated in the schedule of quantities.

**PS 20 DRAINAGE OF EXCAVATIONS AND TRENCHES AND PLANNING OF SUCH ACTIVITIES**

The Contractor is responsible for the drainage of excavations and trenches and shall therefore provide, work and maintain the pumps and other plant required for this purpose. Drainage of trenches and excavations will not be measured and paid for separately and the cost thereof will be deemed to be covered by the prices tendered and paid for the various items of work included under this contract.

During the wet winter months, the extent of open trenches shall be limited to reduce the risk of any delays. The Contractor shall be responsible for planning the work accordingly.

The Contractor shall amend his preferred working method by for example opening up and immediately closing up of trenches once the short section of pipe is laid to prevent any material from becoming unsuitable or saturated.

Indiscriminate working methods, lack of proper planning and protection of the works during the winter months resulting in a delay shall not be considered a circumstance, event or act on which a claim may be based and such claim shall not be payable by the Employer.

No additional payment will be made for altering the working method.

**PS 21 SAFETY OF TRENCHES**

The strutting and shoring of excavated faces, if necessary, will be the responsibility of the Contractor and will not be measured and paid for separately. The Contractor, however, will be responsible to maintain and to keep all excavated faces in a safe condition to protect the Works and workers and to prevent delays caused by slope failures.

No trenches may be left open during the Contractor's holiday during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily fully backfilled and compacted to a standard which will:

- (a) prevent damage occurring to the trenches or any other part of the Works;
- (b) prevent damage to or physical loss of the property of any person;
- (c) eliminate the risk of injury to any person;

during the said period.

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent re-opening of the trenches after the holiday period shall be for the Contractor's account.

**PS 22 REPORTING REQUIREMENTS**

The Contractor shall promptly submit the schedules and reports at Contract stage as requested by Employer's Agent. Updated reports must be submitted to the Employer's Agent two days before site meetings. Should the Contractor fail to provide the necessary documentation, the Employer's Agent may proceed to compile such documentation which costs will be deducted from payments due to the contractor.

- ◆ Bar chart or sloping bar chart schedule showing staff requirements by time interval and reflecting work planned by time interval.

- ◆ A monthly report showing planned progress versus actual progress giving details of how the Work will be completed in relation to the schedule.
- ◆ Daily major construction equipment report
- ◆ Daily staff report by crafts
- ◆ Procurement schedule for the procurement and receipt of materials, equipment and subcontract services by Contract and a monthly status report of all such materials and equipment
- ◆ MIG forms (approximately 5 pages) including employment details, expenditure and programme.

**PS 23 TRANSPORT OF MATERIAL**

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

**PS 24 SECURITY CONTROL**

The Contractor will be responsible for the safety and security of his personnel and the site in general all times. All laws, rules and regulations shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public and equipment. The safeguarding of excavations in particular shall be a priority.

The Contractor shall provide security watchmen for this contract, as he deems fit at no extra cost for the Employer.

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**PS 25 TESTING OF WATER PIPES OR SEWERS**

The Contractor shall carry out all control testing of materials and workmanship. The Employer's Agent must be notified well in advance of all final tests to be undertaken. No portion of pipe may be finally covered before the proper prescribed tests have been done and approved in writing by the Employer's Agent.

All test results must be tabulated and test sections described properly by the Contractor and must be submitted timeously by the Contractor. All tests positions and pipe sections tested shall be indicated on a drawing provided by the Contractor.

**PS 26 MATERIALS OFF SITE**

Should the Contractor claim payment of a portion of the value of some or all of the pipes, valves or any other material held in off-site stores the items concerned must be clearly marked as the property of the Employer. A certificate to this effect and confirmation that the relevant items have been paid for shall accompany his claim detailing the items and serial numbers as well as the street address of the store where the plant and equipment have been insured in terms of the general Conditions of Contract. The Contractor shall in writing provide documentary proof from the insurance company that these items are fully covered by the insurance policy concerned while the plant and equipment are stored away from the Site (street address of store to be stated).

**PS 27 PHOTOGRAPHS**

The Employer, Employer's Agent and any of their agents shall at all times be allowed to photograph or film (video) any activities on site and the use of such shall be unlimited.

**PORTION 2: VARIATIONS & ADDITIONS TO THE STANDARDIZED SPECIFICATIONS FOR THIS CONTRACT AND PARTICULAR SPECIFICATIONS FOR THIS PROJECT**

For the purposes of this contract, the following Specifications shall apply:

**STANDARD SPECIFICATIONS**

SABS 1200 A	:	1986	General
SABS 1200 AB	:	1986	Engineer's Office
SABS 1200 C	:	1980	Site Clearance (Amendment 1, 1982)
SABS 1200 D	:	1988	Earthworks (Amendment 1, 1990)
SABS 1200 ME	:	1981	Subbase
SABS 1200 MF	:	1981	Base
SABS 1200MJ	:	1981	Segmented Paving
SABS 1200MK	:	1981	Kerbing and Channeling

**VARIATIONS AND ADDITIONS TO STANDARDISED AND PARTICULAR SPECIFICATIONS**

PS A	GENERAL
PS AB	ENGINEER'S OFFICE
PS C	SITE CLEARANCE (AMENDMENT 1, 1982)
PS D	EARTHWORKS (AMENDMENT 1, 1990)
PS DB	EARTHWORKS (PIPE TRENCHES)
PS DM	EARTHWORKS (ROADS, SUBGRADE)
PS M	ROADS (GENERAL)
PS ME	SUBBASE
PS MF	BASE

**VARIATIONS AND ADDITIONS TO STANDARDISED AND PARTICULAR SPECIFICATIONS**

**A : GENERAL**

**A 3 MATERIALS**

**PS A 3.1 QUALITY**

Substitute the second sentence of the first paragraph of A 3.1 with the following:

Materials shall bear the official mark of the appropriate standard.

Add to the second paragraph with the following:

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

**A 5 CONSTRUCTION**

**A 5.1 SURVEY**

**PS A 5.1.1 Setting Out of The Works**

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from benchmarks as indicated on the drawings. The Contractor shall, within two (2) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

**PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

Add the following to A 5.4:

The Contractor shall as soon as possible after handing over of the site, commence with the detection to existing services, continue with it without interruption and finalise it at least seven (7) days before excavation starts at that particular section.

**PS A 5.5 DEALING WITH WATER ON WORKS**

Add the following to A 5.5:

Special treatment of water on site shall where necessary, be specified separately.

**A 7 TESTING**

**PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS**

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

**A 8 MEASUREMENT AND PAYMENT****A 8.2 PAYMENT****PS A 8.2.5 Adjusted Payment for Time-related Items**

The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of the contract being extended by means of a variation order:

$$\text{Sum of Tendered amounts for time-related items} \times \frac{\text{Extended contract period as authorised by variation order}}{\text{Tendered contract period}}$$

The above-mentioned adjustment of the payment for time-related items shall be made in the Completion Payment Certificate and shall be the only payment for additional time-related costs.

**A 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER****PS A 8.5.4 Community Liaison Officer (CLO) ..... Unit : PC Sum**

The provisional sum is to cover the cost of the monthly salary for the CLO for the duration of the Contract.

**PS A 8.5.5 Accredited Training ..... Unit : Prov Sum**

The Contractor shall make allowance for targeted labour to undertake formal training.

Payment will only be affected when the Contractor provides proof of compliance with these requirements.

**A 8.8 TEMPORARY WORKS****PS A 8.8.2 Accommodation Of Traffic ..... Unit : Sum**

Add the following to A 8.8.2:

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, graveling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof, for making the necessary traffic arrangements and arrangements with regard to the moving and/or re-erection of existing traffic signs, as well as all other costs to accommodate the traffic during construction.

**PS A 8.8.5 Cost Of Survey In Terms Of The Land Survey Act ..... Unit : Prov Sum**

Substitute A 8.8.5 with the following:

The sum shall cover the cost of all labour, plant and material required for the searching and compilation of a list, all in accordance with the requirements as set out in clause A 5.1.2.

**PS A 8.9 OCCUPATIONAL HEALTH AND SAFETY (PROVISIONAL)****PS A 8.9.1 Health And Safety Requirements ..... Unit : Sum**

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety measures required in terms of Clause 5 (Principle Contractor and Contractor) of the Construction Regulations (2014) of the Occupational Health and Safety Act. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

**PS A 8.9.2 Health And Safety Plan ..... Unit : Sum**

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety plan required in the Construction Regulations (2014). The rate shall include for all risk assessment required as well as for the development and implementation of safe work procedures and method statements. No other sum shall be part in the respect and Tenderers must therefore ensure that adequate provision has been allowed for.

**PS A 8.9.3 Health And Safety File ..... Unit : Sum**

The rate shall cover all costs pertaining to the provision and/or collection of data (drawn, design, materials, operation and maintenance manuals, etc.) to be contained in the file operation with other parties, compilation

BID NO: COM146/2023

TEKWANE SOUTH SPORTSFIELD

and maintenance of the file during the duration of contract and the handing over of the file to the Employer on completion of the contract. No other sum shall be part in the respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.9.4 **Medical Examinations .....** **Unit : No.**

The rate shall cover all costs pertaining to medical examinations of all labour on site, as per the requirements in the Health and Safety Specifications.

**AB : ENGINEER'S OFFICE****AB 3 MATERIALS****PS AB 3.1 NAMEBOARDS**

Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "Consulting Engineers South Africa".

**PS AB 3.2 OFFICE BUILDINGS**

Add the following to AB 3.2:

No office needs to be supplied to the Engineer, but the Contractor must supply space in his office for the use of the Engineer during visits.

**AB 4 PLANT****PS AB 4.1 TELEPHONE**

Substitute AB 4.1 with the following:

No telephone necessary for Engineer.

**AB 5 CONSTRUCTION****PS AB 5.1 NAMEBOARDS**

Add the following to AB 5.1:

The name boards shall be erected within one month after receipt of the letter of acceptance and shall be placed at the position indicated by the Engineer and kept in good repair for the duration of the contract and the defects liability period. Any damage to these boards shall be repaired within fourteen days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the name boards.

The Contractor will be permitted to erect a maximum of two of his own name boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

**PS AB 5.5 SURVEY ASSISTANTS**

Substitute "two or more suitably educated survey labourers" in the first sentence of AB 5.5 with "two semi-skilled labourers."

**PS AB 5.6 SURVEY EQUIPMENT**

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one tacheometer capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod;
- b) one automatic level plus tripod;
- c) two tacheometer staffs and one level staff, all graduated metrically; and
- d) one 5 m and one 100 m tape measure.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

**AB 8 MEASUREMENT AND PAYMENT****AB 8.2 PAYMENT**

No payment shall be made for the telephone, survey assistants or survey equipment and all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities.

**C 3 MATERIAL****PS C 3.1 DISPOSAL OF MATERIAL**

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing and demolition structures shall be disposed of at the dump site.

**C 5 CONSTRUCTION****PS C 5.1 AREAS TO BE CLEARED AND GRUBBED**

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing are limited to the street reserves or such wider area as is necessitated by the street prism, borrow pits, and if requested by the Engineer the spoil areas. The Contractor may proceed with clearing and grubbing after the handing over of the site. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a manner that reclearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

**C 5.2 CUTTING OF TREES****C 5.2.3 PRESERVATION OF TREES****PS C 5.2.3.2 INDIVIDUAL TREES**

Add the following to C 5.2.3.2:

Trees must be left standing and undamaged, except where otherwise ordered, in writing, by the Engineer.

A penalty of R 500-00 per tree for trees damaged and/or removed will be charged.

**C 8 MEASUREMENT AND PAYMENT****C 8.2 SCHEDULED ITEMS****PS C 8.2.3 REMOVE AND GRUB ALL TREES AND TREE STUMPS REGARDLESS THE GIRTH ..... Unit : ha**

Add the following to C 8.2.3:

The number of trees and/or stumps in the areas indicated on the drawings, is such that individual measurement is impractical. Individual trees that fall outside the indicated area, will be measured and paid for under C 8.2.2.

**PS C 8.2.11 REMOVAL OF EXISTING WALLS, KERBS, ETC ..... Unit : m**

Separate items will be listed for each type. The rate shall cover the cost of excavation, removal, backfill and shaping of the site, loading, transport, spoil levelling and shaping thereof on the spoil site.

**PS C 8.2.12 REMOVE AND RE-ERECT EXISTING FENCES ..... Unit : m**

The rate shall cover the cost of removal and stacking of existing fencing material, including all gates, as well as of the re-erection thereof with the existing material. No additional payment will be made for the replacement of fencing material that has been damaged by the Contractor.

Material that is unsuitable for re-erection must be viewed by the Engineer before it is removed after which the Engineer must give written approval for the replacement thereof and for payment therefore.

**D 2 INTERPRETATIONS****PS D 2.3 DEFINITIONS**

Add the following to D 2.3:

**Sand (cohesionless and non-cohesive)**

For the purposes of the compaction requirements, a non-plastic material of which not less than 95 % by mass passes a sieve of nominal aperture size 4,75 mm, and not more than 10 % passes a sieve of nominal aperture size 0,075 mm.

**D 3 MATERIALS****D 3.3 SELECTION****PS D 3.3.1 General**

Substitute the second paragraph of D 3.3.1 with the following:

The Contractor shall deal selectively with material from general excavation. Any imported material in road reserves that do not comply with the minimum requirements for the respective layers, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations for streets, channels or pipe trenches to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

**D 5 CONSTRUCTION****D 5.1 PRECAUTIONS****PS D 5.1.2 Existing Services****PS D 5.1.2.2 Detection, location and exposure**

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "as built" drawings.

**PS D 5.1.2.3 Protection of cables**

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

**PS D 5.1.4 Nuisance****PS D 5.1.4.1 Dust nuisance**

Add the following to D 5.1.4.1:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates.

D 5.2 **METHODS AND PROCEDURES**D 5.2.2 **Excavation**PS D 5.2.2.1 **Excavations for general earthworks and for structures**

Add the following to D 5.2.2.1:

Strip foundations and encasement of pipes shall be cast directly against excavated surfaces.

Materials under foundations and floors of structures which are regarded by the Engineer as unsuitable for the bearing of such structures shall be removed to the depths and widths ordered. The excavated voids shall then be filled with sand compacted to 100 % of MAASHTO density, to the underside of such foundation or floors, unless a soil cement mixture in terms of PS D 5.2.3.2 is ordered by the Engineer.

PS D 5.2.2.3 **Disposal**

Substitute the second sentence of D 5.2.2.3 with the following:

All surplus and unsuitable material shall be disposed of at the dump site.

PS D 5.2.2.4 **Excavation by hand around existing services**

Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PS D 5.2.3.2 **Backfilling of trenches and backfilling against structures**

Add the following to D 5.2.3.2:

Backfilling around structures shall be compacted to 95 % (100 % for sand) of MAASHTO density.

When specified or ordered by the Engineer the backfilling against structures shall be done using a mixture of soil cement. The mixture shall contain 5 % cement and just sufficient water for it to be placed and compacted like ordinary backfilling material.

**PS D 5.2.4.2 Top soiling**

Replace D 5.2.4.2 with the following:

Topsoil that shall be placed must be stiffed and be free of weeds and organic matter. The final thickness of the soil after compaction shall be at least 100mm. All topsoil that is placed on the sports fields will be lightly compacted.

**PS D 5.2.4.3 Grass or other vegetation**

Add the following D 5.2.4.3:

Planting shall be carried out at the earliest convenient stage of the construction and shall be arranged to suit the seasonal weather conditions. The Contractor shall arrange for the topsoil to be tested for fertiliser requirements and he shall submit the test reports to the Engineer who will, after that, issue instructions on the fertiliser to be used. The cost of any such tests together with the cost of supplying fertiliser will be dealt with as daywork. Undue humps and hollows shall be smoothed out before planting is commenced.

The areas to be planted shall be covered with a 50 mm depth of well rotted compost or manure from a source to be approved by the Engineer, scarified, harrowed, raked or otherwise worked until the compost or manure has been well worked into the soil.

**a) Grassing**

Stools or runners of "Kikuyu" or other grass approved by the Engineer shall be planted by forming trenches 75 mm deep at 300 mm intervals along lines at right angles to the direction of maximum slope, laying the stools or runners at intervals not exceeding 150 mm along the trenches and closing the trenches in such a way to cover the grass entirely. After planting, the surface shall be lightly rolled with a hand roller with a maximum mass of 150 kg.

**D 8 MEASUREMENT AND PAYMENT****D 8.3 SCHEDULED ITEMS****PS D 8.3.2 Bulk Excavation**

**a) Excavate in all materials and use for embankment or backfill or dispose, as ordered .....** **Unit : m<sup>3</sup>**

Add the following to D 8.3.2(a):

There will also be distinguished between the different types of fill and backfill as well as the different densities to which each will be compacted.

**c) Hand excavation in all materials and use for embankment or backfill or dispose, as ordered .....** **Unit : m<sup>3</sup>**

The provisions of D 8.3.2(a) shall apply mutatis mutandis.

**PS D 8.3.2 d) Extra-over for hand excavation in**

**1) Intermediate excavation .....** **Unit : m<sup>3</sup>**

**2) Hard rock excavation .....** **Unit : m<sup>3</sup>**

The provisions of D 8.3.2(b) shall apply mutatis mutandis.

**PS D 8.3.7 Additional Lateral Support .....** **Unit : Sum**

Add the following to D 8.3.7:

The depth of shoring will be measured from the bottom of excavation to the top of excavation that requires support. Additional lateral support shall be measured in depth increments where necessary.

D 8.3.8 **Existing Services**PS D 8.3.8.1 **Location**D 8.3.8.2 **Dealing with services that are at risk because of the construction of earthworks**PS 8.3.8.1 **b) The use or hire of specialist equipment for detection ..... Unit : Hour  
..... (normal working) or Sum**

Add the following to D 8.3.8.1(b):

The rate shall cover the cost of lease of equipment, supply and deliver of all material and labour necessary for the detection of the existing services as well as for operating the equipment.

PS D 8.3.8.1 **c) Excavate by hand in soft material to expose service ..... Unit : m<sup>3</sup> or day work**

Add the following to D 8.3.8.1(c):

Where hand excavation around existing services do occur it shall be measured within 3 m above and on both sides of cables, and within 500 mm above and on both sides of pipes, as well as all excavations underneath the services.

Measurement will be done in depth increments of 1 m.

**PSME SUBBASE****PSME 3 MATERIALS****PSME 3.1.2 Classes of Excavation**

Notwithstanding subclause 3.1.2, the definitions of the wording 'efficiently removed' and 'efficiently loaded' given in PSDM shall equally apply to subclauses (a)(1), (b)(1) and (c)(1) of subclause 3.1.2 of SABS 1200D.

**PSME 3.2.1 Subbase Material**

With reference to Clause d(ii) and d(iii), the regional factor shall be taken as 0,6.

**PSME 5 CONSTRUCTION****PSME 5.5.1 Rate of Application**

Where stabilization of the subbase is required the type of stabilizing agent and rate of application shall be as stated in the Bill of Quantities. The rate of application shall be as a percentage, by mass, of the mass of the material to be stabilized measured at maximum dry density.

**PSME 5.4.1 Placing**

The subbase layer shall be 150mm thick unless shown otherwise on the drawings.

**PSME 5.4.4 Compaction**

Gravel shoulders and gravel wearing courses shall be compacted to at least 95% MOD AASHTO density.

**PSME 5.5.4 Mixing-In of Stabilizing Agent, watering and compaction**

Notwithstanding subclause 5.5.4.1 mixing of the material to be stabilized and the stabilizing agent shall continue until the mix is of uniform colour and in the opinion of the Employer's Agent has been thoroughly mixed.

**PSME 6 TOLERANCES****PSME 6.1 Dimensions, Levels, etc.****PSME 6.1.1 General**

*Add the following to Clause 6.1.1:*

"For layers, constructed of subbase quality material, on which the bituminous surface will be placed, the tolerance for dimensions and level shall be as set out in SABS 1200 MF Clauses 6.1.2 to 6.1.6 inclusive."

**PSME 7 TESTING****PSME 7.1 General****PSME 7.1.1 Tests to the Contractor's Account**

Unless otherwise specified the Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to pass the test results to the Employer's Agent.

The costs of such tests shall be included in the rates tendered for the appropriate item in the Bill of Quantities.

**a) Material imported from outside the Contract Site as subbase, gravel****shoulder or gravel wearing course material**

One CBR and two indicator tests per 500m<sup>3</sup> of compacted material brought on to site. (Beach or river sand will normally be exempted from this requirement). A sample and one CBR and two indicator tests of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.

**b) Stabilized material in place**

One CBR per 5000m<sup>2</sup> of completed surface area stabilized with a stabilizing agent other than cement.

One UCS per 5000m<sup>2</sup> of completed surface area stabilized with cement.

**c) Compacted subbase, gravel shoulder or gravel wearing course**

One density and moisture content per 500m<sup>2</sup> of compacted subbase, gravel shoulder or gravel wearing course, as applicable.

Should any of the tests referred to in b) and c) above fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Employer's Agent.

**PSME 7.1.1 Tests to the Employer's Account**

Where CBR, indicator tests and the like are required on natural material from within the Contract Site the Contractor shall also make arrangements with a soils testing laboratory to undertake these tests, the costs of which will be met by the Employer.

Payment for such tests will be per sample tested and reported to the Employer's Agent.

**PSME 7.2.2 Routine Inspections and Testing**

The Employer's Agent shall have free access to the site and will undertake inspections of the work in progress to ascertain compliance with the specifications. The Contractor shall be prepared at any time to demonstrate such compliance and will be required to establish conformity to line, level, cross-section and tolerance by the use of straight-edge, tape, level, etc.

Notwithstanding subclause 7.2.2 the Employer's Agent may require additional tests to those specified in clause PSME 7 above. Where such additional tests prove compliance with the specification, the costs will be met by the Employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.

Permissible deviation from specified MOD AASHTO densities when materials are tested at OMC shall be -0% with no top limit.

**PSMF BASE****PSMF MATERIALS****PSMF 3.1.2 Classes of Excavation**

Notwithstanding subclause 3.1.2, the definitions of the wording 'efficiently removed' and 'efficiently loaded' given in Clause PSDM shall equally apply to subclauses (a)(1), (b)(1) and (c)(1) of subclause 3.1.2 of SABS 1200D.

**PSMF 3.3.2 Graded Crushed Stone**

Add the following to Clause 3.3.2 after the words SABS 1083 "for 37,5mm stone".

**PSMF 3.3.6 Properties of Graded Crushed Stone and Graded Crushed Stone with Fines**

*(New Clause)*

In addition to the requirements of subclauses 3.3.2 and 3.3.3 the minimum CBR at 98% MOD AASHTO density of graded crushed stone and graded crushed stone with fines shall be 80%.

**PSMF 5.4.1 Placing**

Notwithstanding subclauses 5.4.1 and 5.6.1 the base shall not be placed until the subgrade or sub-base layer, as applicable, has been inspected and approved by the Employer's Agent.

**PSMF 5.4.4.2 Compaction**

Delete "98%" and replace with "100%."

**PSMF 5.4.3 Graded Crushed Stone and Graded Crushed Stone with Fines**

*Add the following:*

c) Where it is found necessary, after compaction, to add material to the base the full depth of crushed stone shall be scarified before adding the material and thereafter the whole layer shall be mixed and re-compacted in one operation.

**PSMF 5.5 Stabilization**

Where stabilization of the base is required the type of stabilizing agent and rate of application shall be as stated in the Bill of Quantities. The rate of application shall be as a percentage, by mass, of the mass of the material to be stabilized measured at maximum dry density.

**PSMF 6 TOLERANCES****PSMF 6.1.5 Cross-section**

Delete "25mm" from Clause 6.1.5 and replace with "15mm".

**PSMF 7 TESTING**

**PSMF 7.1 General****PSMF 7.1.2 Tests to the Contractor's Account**

Unless otherwise specified the Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to pass the test results to the Employer's Agent. The costs of such tests shall be included in the rates tendered for the appropriate item in the Bill of Quantities.

a) Natural gravel, processed gravel and crushed stone imported as base material

One CBR and two indicator tests per 5000m<sup>2</sup> of compacted material brought on site.

A sample of one CBR and one indicator test of the material proposed for importation shall be submitted to the Employer's Agent for approval prior to the commencement of importation.

b) Stabilized material in place

One CBR per 5000m<sup>2</sup> of compacted gravel base stabilized with a stabilizing agent other than cement.

One UCS per 5000m<sup>2</sup> of compacted gravel base stabilized with cement.

c) Aggregate crushing value (ACV)

One ACV test per 3000m<sup>3</sup> of compacted material brought on site. One ACV test result shall be submitted to the Employer's Agent for approval prior to the commencement of importation.

d) Flakiness

One flakiness index per 3000m<sup>3</sup> of compacted material brought onto site. One flakiness index test result shall be submitted to the Employer's Agent for approval prior to the commencement of importation.

e) Compacted base

One density and moisture content per 500m<sup>2</sup> of compacted base.

Should any of the tests referred to in b) and e) above fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Employer's Agent.

**PSMF 7.1.3 Tests to the Employer's Account**

Where CBR, indicator tests and the like are required on natural gravels from within the Contract Site the Contractor shall also make arrangements with a soils testing laboratory to undertake these tests, the costs of which will be met by the Employer.

Payment for such tests will be per sample tested and reported to the Employer's Agent.

**PSMF 7.3.2 Routine Inspections and Testing**

The Employer's Agent shall have free access to the site and will undertake inspections of the work in progress to ascertain compliance with the specifications.

The Contractor shall be prepared at any time to demonstrate such compliance and will be required to establish conformity to line, level, cross-section and tolerance by the use of straight-edge, tape, level, etc.

Notwithstanding subclause 7.3.2 the Employer's Agent may require additional tests to those specified in clause PSMF 7 above. Where such additional tests prove compliance with the specification, the costs will be met by the Employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.

The permissible deviation from specified Mod AASHTO densities when materials are tested at OMC shall be -0% with no top limit.

**PSMF 7.3.2 Routine Inspection and Testing**

*Delete Clause 7.3.2 and replace with the following:*

*"The density measured at all test holes shall be a minimum of the 4 density specified for the lot to be acceptable".*

**PSMJ SEGMENTED PAVING****PSMJ 3 MATERIALS****PSMJ 3.1.1 General**

Concrete blocks as supplied shall be free from ALL cracks. The exposed surface of no more than 2 blocks per square metre of completed paving shall have ANY chip, spall or protuberance.

Samples of the specified class, strength and type of block to be used on this Contract shall be submitted to the Employer's Agent for his approval before any units are delivered to site. The wearing surface texture of the blocks shall be slightly rough but dense and uniform.

**PSMJ 5 CONSTRUCTION****PSMJ 5.1 Preparation**

The subbase shall be approved by the Employer's Agent prior to the spreading of bedding sand.

**PSMJ 5.3 Placing and Compacting of Sand Bed**

Notwithstanding subclause 5.3 the sand bed shall be screeded between screed rails set to precise levels. Care is to be taken to avoid uneven compaction of the screeded sand and workmen shall not be permitted to walk over the screeded area either during or after the screeding operation.

The sand shall be screeded to a surcharge level to allow for compaction. In order to establish the correct level an allowance of 1,4 x compacted thickness is generally of the right order but to ensure that the surcharge is correct the final road level shall be checked after the first few metres of blocks have been laid and vibrated into place.

If the level is incorrect the blocks must be lifted and the sand raked and re-screeded to achieve the correct level.

To help maintain uniformity the sand shall be obtained from a single source and allowed to drain before use and shall be covered over to minimise moisture changes.

**PSMJ 5.4 Laying of Units**

At the start of the laying operation extra care shall be taken to ensure that the first blocks are laid at the correct angle and hard up against a firm starting edge such as a kerb or channel.

The order of laying must ensure that the blocks can be placed easily and in such a way that it is not necessary to force a block between blocks already laid.

Each block shall be placed firmly against its neighbours, being held slightly above the laying course so as not to disturb the bedding sand until the block is in its correct position. (Care must be taken not to tilt the blocks on the leading edge by standing on them). Any cracked or damaged blocks shall be rejected and carted away from the work area.

To ensure continuity of pattern, careful setting out must be done and stringlines set up, particularly around obstructions.

**PSMJ 5.5 Filling Gaps in Unit Pattern**

Where the minimum dimension of a gap is less than 20mm the gap shall be filled using 1:4 cement : sand mortar instead of 15 MPa concrete.

Concrete or mortar filled gaps may be used along edge restraints or against obstructions, but are not acceptable in the carriageway itself. Where a gap in the carriageway is unavoidable due to unusual shapes or obstructions, the following procedure must be used. Cutting of blocks must commence a sufficient distance from the gap such that standard width joints can be achieved without using any blocks of less than 2/3 of a full block length or width.

**PSMJ 7 TESTING****PSMJ 7.4.1 Wet Strength Test**

Before acceptance of block paving, the following number of compressive tests shall be approved by the Employer's Agent.

For paved areas up to 100m<sup>2</sup>

6 No. Tests

For paved areas between 100 and 500m<sup>2</sup>

: 12 No. Tests

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For paved areas greater than 500m<sup>2</sup>

12 No. Tests per 500m<sup>2</sup>

Where test results in accordance with SABS 1058, have been delivered to the Employer's Agent by the manufacturer for production batches, the number of samples from site may be reduced as determined by the Employer's Agent.

**PSMK KERBING AND CHANNELLING****PSMK 3 MATERIALS****PSMK 3.1 Concrete**

*Add the following:*

“The Contractor shall submit his design mix and the proposed slump for the concrete to be extruded at least three weeks before kerbing operations are scheduled to commence.

It shall also be incumbent on the Contractor to make up a trial mix well in advance of the scheduled commencement of kerbing operations, and to cast a minimum of 6 cubes for testing purposes.

Two cubes shall be crushed at 7 days, 14 days and 28 days.

No extruded concrete kerbing and channelling shall be placed until the Contractor has satisfied the Employer's Agent as to the suitability of the mix and the Employer's Agent has received at least the 7 and 14 day test results.

The cost of preparing test specimens and testing the trial mix shall be borne by the Contractor.”

**PSMK 3.5 Expansion Joint Sealant**

The filler board for expansion joints in kerbing shall consist of a 13mm thick bitumen impregnated soft board.

Expansion joints in all concrete kerbing and channelling shall be provided at 20m intervals and shall be constructed of filler board, as specified in clause PSMK 2, followed by a 10mm deep joint sealant (refer clause PSMK 3) which shall be finished flush with the kerb face.

Notwithstanding subclause 3.5 the sealant for expansion joints in kerbing shall consist of a gun grade joint sealing material such as "Plycol 327" or similar approved and shall be grey in colour.

**PSMK 3.8 Curing Compound**

*Add the following at the end of the sentence:*

“and be a resin based white pigmented type.”

**PSMK 3.9 Bedding Material**

Notwithstanding the contents of Clause 3.9, a 1:8 cement sand mix shall be used or if the layer is more than 30mm thick a strength concrete of Grade 20.”

Notwithstanding subclause 3.9, where specified, concrete shall be used as bedding material for precast concrete kerbing and channelling. The concrete grade and thickness of bedding material shall be as shown on the drawings.

**PSMK 5 CONSTRUCTION****PSMK 5.1 Excavation and Bedding**

Delete the first paragraph viz. “Trenches for ..... grade.”

**PSMK 5.2 Precast Concrete Kerbing and Channelling**

Add in second line “10mm to” before “50mm”.

Delete in the last paragraph from “the kerbs shall” to “15 MPa and.”

**PSMK 5.2.1 Precast Concrete Kerbing and Cast-in-situ Concrete Channelling**

*(New Clause)*

After the precast kerbs have been laid the formwork for the channelling shall be set up. Expansion joints shall be allowed for at approximately 8 metres intervals, i.e. opposite the joint between the kerbs. The principles of Clause 5.4 shall apply to the construction of cast-in-situ channelling.

**PSMK 5.4 Cast-In-Situ concrete kerbing and channelling**

Cast-in-situ concrete kerbing and/or channelling shall be monolithic i.e. cast in one operation and plastering or the addition of a mortar paste topping will not be permitted.

**PSMK 5.8 Machine Placed (Extruded) Kerbing and Channelling**

Before commencing kerb laying on the site, the first 50m length of kerb and channel to be constructed shall be regarded as trial kerb and channel. The Contractor shall demonstrate in the trial length the methods he proposes to use for the construction of the kerb and channel, including joints, texturing, the achievement of a smooth surface and dense fully compacted concrete. It may be constructed either in the recognised position

in a road or elsewhere on the site in which case it be demolished, broken out and removed at the Contractor's expense.

The trial kerb and channel shall be constructed with the plant and equipment to be used on the works and the equipment's motion forwards and the handwork carried out on the extruded section shall be so controlled and used as to produce a kerb and channel to the shape, lines and levels specified.

The time taken to lay the test strip shall be recorded, which in the event of acceptance, shall be used to calculate a rate of extrusion which shall not be exceeded without the permission of the Employer's Agent.

If the concrete in the trial strip fails to meet the test requirements, the Contractor may, at his own cost, cut further cores from the kerb and or channel up to a maximum of one core per 100m length. The strengths obtained on such cores, together with those tested on the instruction of the Employer's Agent, shall be used to test compliance with the strength requirements.

The Contractor may, unless advised of any deficiencies in the trial kerb and channel, proceed with kerbing as soon as acceptable core test results are obtained.

In the event of deficiencies in the trial kerb and channel, the Contractor shall, at his own expense, demolish the rejected sections and remove to the designated tip site and repeat the 50m long trial strip. This process shall be continued until the Contractor has produced kerb and channel in accordance with this specification. He may then proceed with kerb and channel construction proper. Any unacceptable trial length shall be broken out and removed to spoil, at the Contractor's expense before any subsequent trial length is permitted to commence.

Core test holes shall be filled with 30 MPa concrete mixed with a suitable adhesive compound.

No other means of testing the concrete will be considered and any kerb or channel not complying with all the requirements of the specification shall be broken out, removed to spoil and replaced at the Contractor's own expense.

The Contractor shall ensure that no change of circumstances or conditions is made to jeopardise the quality of the kerb and channel under construction. If, in the opinion of the Employer's Agent, this does occur, he may order the construction of a further trial length of 50m of kerb and channel in accordance with the requirements of this specification. Work on the kerb and channel proper shall not proceed until a trial strip has been constructed in accordance with the requirements of this specification. No claims for delays will be considered by the Employer's Agent on account of further trial lengths of kerbing being ordered.

#### **PSMK 5.8.3 Subbase Preparation**

Delete in the first line from: "500mm beyond" to "as relevant" and replace by "150mm beyond the back face of the kerb."

Note this dimension applies to the compaction width required for the road layer.

Immediately prior to placing concrete for machine placed (extruded) kerbing and channelling, the subbase or base, as applicable, shall be swept clean of all loose or foreign matter and shall be dampened.

#### **PSMK 5.10 Protection**

Where concrete kerbing and channelling is installed prior to road layerworks a curing time of at least 7 days (refer subclause 5.8.5) must be allowed and backfilling behind the kerb shall have been completed to the density specified for verge compaction before layerworks are commenced.

Cement washing over discoloured sections of kerbing and channelling will not be acceptable.

#### **PSMK 5.13 Junction with existing Kerb And Channel**

*(New Clause)*

The Employer's Agent shall state in each case the length of existing kerb and channel to be removed. The exposed road layer surface shall be made good before proceeding.

Each uninterrupted length of kerbing shall be placed in one continuous operation in order to avoid joints. Where it is necessary to join make-up sections the kerbing shall be cut vertically and a light tack coat of 60% cationic emulsion shall be applied before butting the new kerbing.

Immediately after the kerbing has hardened, backfill shall be placed and compacted to the density specified for completed verges.

#### **PSMK 7 TESTING**

##### **PSMK 7.2.1 Cast-in-situ and Extruded, Kerbing and Channelling**

The Contractor shall take a set of 3 cubes of nominal size 150mm for every day's pour, every 20m<sup>3</sup> of concrete poured or every 500m of kerbing and channelling cast-in-situ or extruded, whichever gives the greater number of cubes.

These shall be tested by an approved independent laboratory at the contractors cost.

Results of cube tests shall be handed to the Employer's Agent not later than 3 days after crushing.

This shall apply even if the concrete is supplied by a 'ready-mix' supplier.

Should the Employer's Agent reject any portion of kerbing or channelling for suspected lack of strength the Contractor may elect to provide core tests undertaken in accordance with SABS Method 865. Such core tests will be taken as conclusive evidence of in-situ concrete strength.

## PSMK 8 MEASUREMENT AND PAYMENT

### PSMK 8.1 Basic Principles

The unit rate for cast-in-situ and extruded kerbing and channelling shall include for all costs associated with testing as specified herein.

Delete the second sentence of Clause 8.1.1 and replace by: "Deduction from the linear length of the kerbing will be made for transition kerb and channel, catchpit structures and motor-slopes. These items will be measured separately."

**PSMK 8.2.14 Junction with Existing Kerb and Channel.....Unit : m**

*(New Clause)*

The unit of measurement for tying new kerb and channel into existing shall be per meter and shall include for all labour and materials necessary to comply with Clause PSMK 5.13 and to complete the junction.

### PSMK 8.2.15 Motor Slopes

*(New Clause)*

a) Standard Residential Motor slopes, with 3m ramps, as detailed on Drawing No

PSMK 7/6 ..... Unit : No.

b) Extra-over for additional ramp width ..... Unit : m

The rate shall cover the cost of supplying subbase quality material from commercial sources, placing to the required levels, watering and compacting to 95% MOD. AASHTO density, supplying and placing the concrete, forming of joints, screeding and finishing to the required levels.

### PSMK 8.2.16 Pedestrian Ramps

*(New Clause)*

a) Pedestrian Ramps, with floated concrete finish, as shown

on Drawing No PSMK 7/7 ..... Unit : No

b) Pedestrian Ramps, with "bubble block", as shown on

Drawing No PSMK 7/7 & 7/8 ..... Unit : No

The rate shall cover the cost of supplying subbase quality material from commercial sources, placing to the required levels, watering and compacting to 95% MOD. AASHTO density, supplying and placing the concrete, forming of joints, screeding and finishing to the required levels

## **C3.5: MANAGEMENT**

### **C3.5 MANAGEMENT**

#### **C3.5.1 MANAGEMENT OF THE WORKS**

##### **C3.5.1.1 Applicable SANS and SABS Standards**

The COLTO (1998 Edition) Standardized Specifications listed in C3.4.1.1 are applicable.

##### **C3.5.1.2 Particular/Generic Specifications**

Not applicable.

##### **C3.5.1.3 Methods and Procedures**

###### **(a) Maintenance of access and streets**

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item 15.01 in the Bill of Quantities.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

###### **(b) Blasting operation**

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or weekdays after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated.

###### **(c) Normal working hours**

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

###### **(d) Interference with municipal staff and operations**

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

**(e) Access for other contractors**

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

**(f) Giving notice of work to be covered up**

The Contractor shall give the Engineer at least 24 hours' notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

**(g) Sequence of the works**

The Contractor shall execute the Works in accordance with the approved programme.

**C3.5.1.4 Quality plans and control (Testing)**

Refer to Section C3.4.2.5(b).

**C3.5.1.5 Environmental Management Plan (EMP)****(a) Demarcation of the site**

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

**(b) Construction camp**

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date.

**(c) Fencing of site**

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

**(d) Workshops**

All workshops shall be located inside the demarcated construction camp area as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

**(e) Eating areas**

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Engineer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well-maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

**(f) Watchmen**

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

**(g) Ablution facilities**

The exact location of toilets shall be approved by the Engineer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Engineer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

**(h) Solid waste**

“Solid waste” refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

**(i) Wastewater**

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

**(j) Fuel storage area**

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

**(k) Concrete batching area**

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Engineer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

**(l) Equipment maintenance and storage**

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

**(m) Materials handling, use and storage**

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Engineer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

Where possible, the Contractor shall ensure that the refueling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Engineer to refuel at any other place. Contaminated material and wastewater at the refueling area shall be contained and disposed of correctly.

**(n) Emergency procedures**

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Engineer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

**(o) Care of surrounding areas**

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

**C3.5.1.6 Planning and programming**

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

**C3.5.1.7 Other Contractors on site**

No other road construction contractors will be on site during the implementation of the project.

**C3.5.1.8 Recording of weather**

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

**C3.5.1.9 Format of communications**

All communication regarding the Contract shall be channelled through the Engineer or his representative.

**C3.5.1.10 Planning and programming**

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

**C3.5.1.11 Daily records**

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.

## **C3.6: HEALTH AND SAFETY**

### **C3.6     HEALTH AND SAFETY**

#### **C3.6.1    HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

##### **(a)    Construction Regulations, 2003**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

##### **(b)    COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020**

**The Contractor shall be required to comply with the COVID-19 Occupational Health and safety Measures in Workplaces act: COVID-19 (C19 OHS),2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.**

#### **C3.6.2    PROTECTION OF THE PUBLIC**

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

#### **C3.6.3    BARRICADES AND LIGHTING**

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

#### **C3.6.4    TRAFFIC CONTROL ON ROADS**

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

**C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

**Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.**

**C3.6.6 AIDS AWARENESS**

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

**C3.6.7 COVID-19 AWARENESS**

All construction personnel shall be given an COVID-19 Awareness briefing session by the Safety Officer.

**PART C4** **SITE INFORMATION**

**PART C4: SITE INFORMATION****GENERAL**

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

**CONTENTS**

- SI1      Site location**
- SI2      Climatic Condition**
- SI3      Geotechnical Investigation**
- SI4      Photographs of existing information**

## SI 1 Project Location

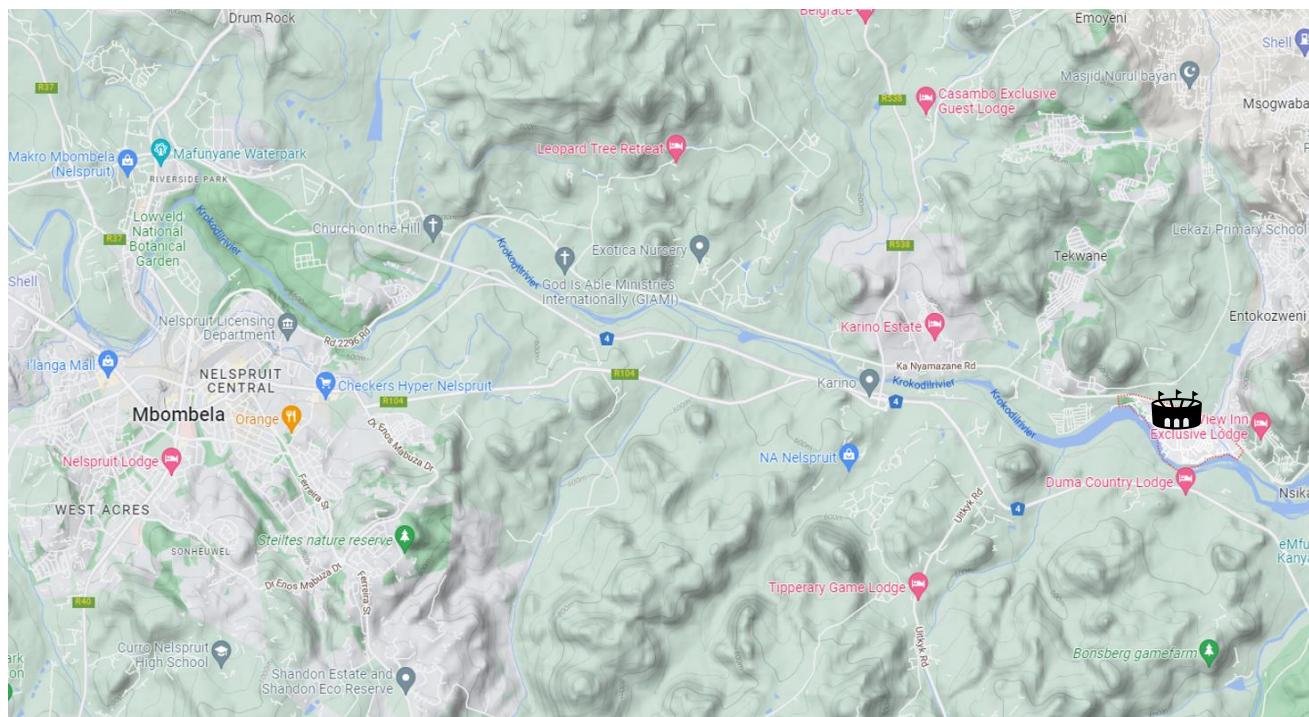
### 1.1 Site Location

The project site is situated at TEKWANE Township in Mbombela under the City of Mbombela in Mpumalanga province. The site is situated 20 km East of the city of Mbombela travelling along the Kanyamazane Road. TEKWANE Township is located next to Entokozweni East township on the Eastern side along the Kanyamazane Road with Mbombela as the nearest town to the township.

The co-ordinates for the site are as detailed below:

**Table 3.1.5: Sportsfield Site Coordinates**

DESCRIPTION	COORDINATES	STREET NAME
Longitude	31°08'37.0"E	Cnr Isaiah Khoza Boulevard & Matthews Phosa Boulevard



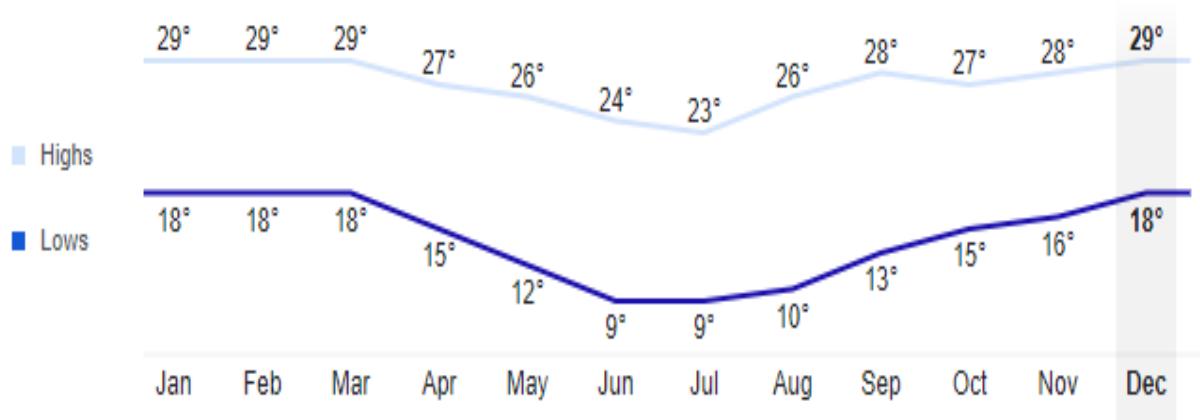
**Figure 1: Locality Map of the Project**

## SI 2 Climatic Condition

TEKWANE South (Mbombela) has humid sub-tropical temperature which entails:

- Hot, humid and rainy summers, with average maximum summer temperatures varying between 29°C and 28°C while the average minimum summer temperatures varying between 18°C and 19°C.
- Mild and dry winters, with average minimum winter temperatures varying between 6°C and 9°C while the average maximum winter temperatures varying between 23°C and 27°C.
- The daily rainfall at X2E010 weather station at Witklip Dam entails the average rainfall in this region is 750mm per annum which runs from November to March.
- In addition, these months; November and January record an average monthly rainfall of 14/15 rainy days a month.
- The rainfall intensity for a 1:50 year return period storm of the area is 32.0 mm/hr.

## Temperatures (°C)



Average Temperatures (National Centres for Environment Information, 2022)

### SI 3 Geotechnical Investigation

The geological information from the geological map has suggested that the site is situated within the Mpumalanga Province which is geologically situated in the Archean Granite Greenstone Terrane (Lowe, D. R, 1994).

According to Council for Geoscience, 2016, Geological map of South Africa, 1:1M. The site is underlain by the Nelspruit Granite Suite which comprises of white to pale brown, medium to coarse grained porphyritic biotite granite granodiorite which is then overlain by the residual soils and alluvium. The geological map of the site is shown in Volume 1, Figure 4.

Based on the fieldwork, the area of investigation has been sub-divided into one geotechnical zone. The zone is based on the classification system given by the NHBRC and SAICE Code of Practice (1995). The geological map for the area is presented in **Figure 2** below.

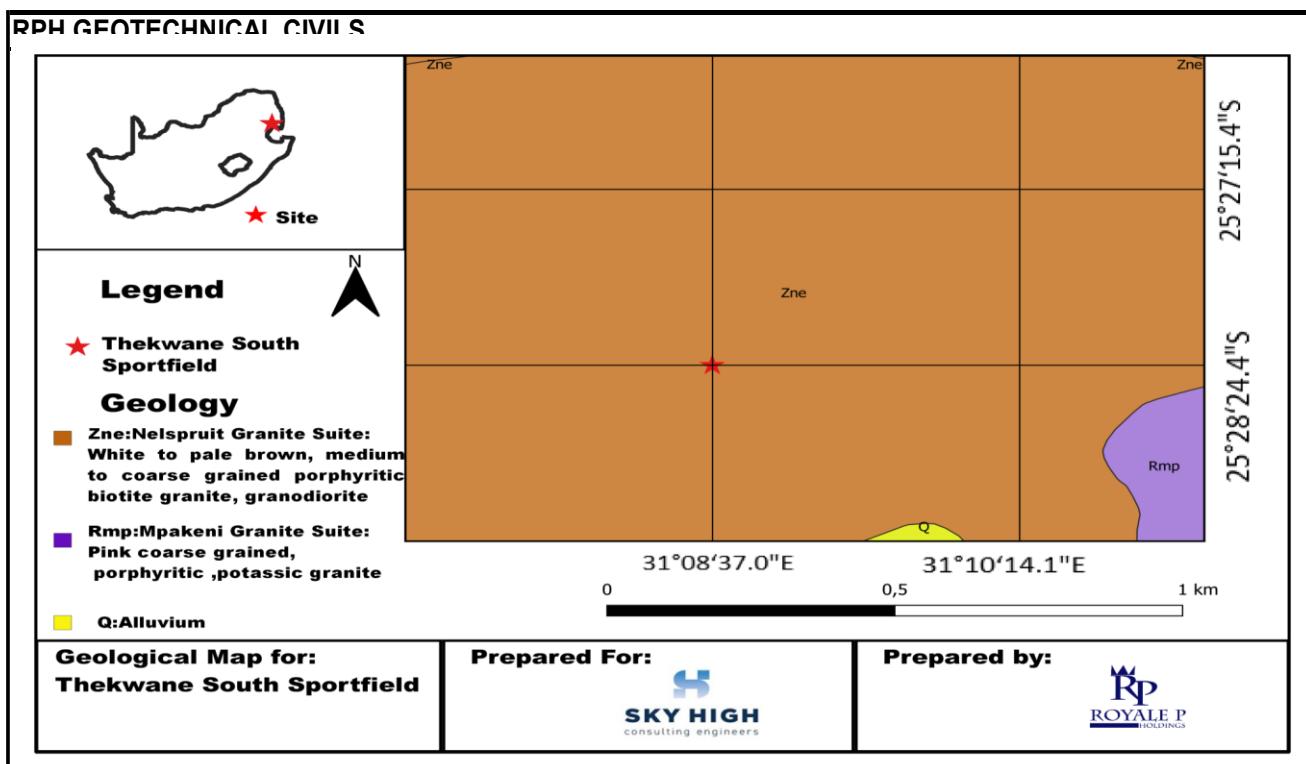


Figure 2: Geological Map

## Method of Investigation

A total of six test pits designated TP1 to TP6 were excavated to an average depth of 2.0m below existing ground level (EGL). The positions of the test pits were captured by means of a hand held GPS (with accuracy of 5 to 8m) with the recovered materials profiled by an engineering geologist in accordance with Jennings et al., (1973).

A summary of the test pit information is given below

### Summary of Test Pit Information

TP No.	Coordinates	Hill wash			Residual	Groundwater Seepage	Excavation depth
		Silty sands (m)	Clayey sands (m)	Clay (m)			
TP01	25°28'27.93"S 31° 8'35.96"E	0.0-0.7	---	---	0.7-2.0	Water seepage encountered at 0.4m	Terminated at 2.0m on residual soil. No Refusal. Sidewall Not Stable.
TP02	25°28'28.53"S 31° 8'36.22"E	---	0.0-1.8	---	1.8-2.1	None	Terminated at 2.1m on residual soil No Refusal.
TP03	25°28'29.17"S 31° 8'35.76"E	---	---	0.0-0.4	0.4-2.0	None	Terminated at 2.0m on residual soil No Refusal.
TP04	25°28'27.81"S 31° 8'37.90"E	---	---	0.0-1.2	1.2-2.1	None	Terminated at 2.1m on residual soil No Refusal.
TP05	25°28'28.35"S 31° 8'37.60"E	---	---	0.0-1.4	1.4-2.0	None	Terminated at 1.2m on residual soil No Refusal.
TP06	25°28'28.99"S 31° 8'38.12"E	---	---	0.0-1.3	1.3-2.4	None	Terminated at 1.1m on residual soil No Refusal.

#### Please note:

The above test pits are numbered according to our system/ test positions during excavations.

Representative disturbed samples were recovered from the test pits and thereafter the test pits were backfilled and lightly compacted.

### 5.3 Dynamic Cone Penetrometer Tests

An 8kg DCP was used to evaluate the subsoil consistency and the in-situ California Bearing Ratio (CBR) in DCP1 – DCP6. The DCP tests were carried out at the approximate test pit positions. It should be noted that the results of the DCP tests are affected by the moisture content of the soil profile, as well as any pebbles or cobbles that may be BGL to promote refusal. No refusal was encountered on site.

### 3.1 Borrow Pit Investigation

The potential Borrow Pit in Tekwane South have been identified. The borrow pit is situated approximately 1.53 km from the proposed site. The location of the borrow pit is as follows:

Borrow Pit: **25°28'16.14"S 31° 7'57.14"E**

As per TRH14 classification, the borrow pit meet the requirements of a G7 material and can be used for the proposed development. The borrow pit is anticipated to have a volume of 45 055 m<sup>3</sup> that can be extracted and used for the proposed development.

UCS designs were carried out on the borrow pit material, where by 1.5 % and 2% of CEM (AfriSam) 32.5N met the C4 classification and 2.5% and 3% of CEM (AfriSam) 32.5N met the C3 classification as per COLTO. See the test results in Volume 2, Appendix D.

**SI 4 Photographs of Existing Information****THEKWANE SOUTH SPORTSFIELD**

**ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS****CONTENTS**

PARTICULAR SPECIFICATIONS.....	A-1
AGREEMENT OCCUPATIONAL HEALTH AND SAFETY .....	A-10
CONTRACTOR'S HEALTH AND SAFETY DECLARATION .....	A-13 PRO
FORMA NOTIFICATION .....	A-16

## PARTICULAR SPECIFICATIONS

### SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

#### OHS 1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020**.

In terms of the OHSA Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020**.

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

#### OHS 2 DEFINITIONS

For the purpose of this contract the following shall apply:

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

(c) "**Contractor**" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract.

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

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

(d) "**Engineer**" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

**OHS 3 TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020** and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

**OHS 4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

**OHS 5 RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

**OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS****6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

## 6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## OHS 7 APPOINTMENT OF SAFETY PERSONNEL

### 7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

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

### 7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### 7.3 Health and safety representatives

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

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

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

### 7.4 Health and safety committee

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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

## 7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.

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

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

## **OHS 8 RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

## **OHS 9 CONTRACTORS RESPONSIBILITIES**

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

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and **the COVID-19 Measures in Workplaces** applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33 and **COVID-19 (C19 OHS),2020**, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

***The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations and the COVID-19 (C19 OHS),2020 as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

**OHS 10 MEASUREMENT AND PAYMENT****10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

**(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

**(b) Records and Registers**

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

## AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between.....

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

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

in his capacity as:

.....

AND:

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

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

in his capacity as:

..... duly authorised to  
sign on behalf of the Contractor.

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

CONTRACT: .....

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

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

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

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

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

*WITNESSES:* 1. .....

2. .....

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

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

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

*WITNESSES:* 1. .....

2. .....

## CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

### **Declaration by Tenderer**

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

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)*

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

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

.....

.....

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

Name of proposed subcontractor: .....

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

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

SIGNATURE: .....

DATE: .....

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

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

*[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]*

**NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor.

-----  
(b) Name and tel. pf principal contractor's contact person:

2. Principal contactor's compensation registration number:

-----  
3. (a) Name and postal address of client:

-----  
(b) Name and tel. no of clients contact person or agent:

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

-----  
(b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

-----  
6. Name /s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

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

8. Nature of the construction work:

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9. Expected commencement date:

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10. Expected completion date:

---

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

Total: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

12. Planned number of contractors on the construction:

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13. Name (s) of contractors already selected.

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Principal Contractor

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Date

---

Client's Agent (where applicable)

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Date

---

Client

---

Date

## **ANNEXURE B: DRAWINGS FOR TENDER PURPOSES**

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## **ANNEXURE C: BUILDING ARCHITECTURAL SPECIFICATIONS**