

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**



**EXPANDED PUBLIC WORKS PROGRAMME**

**CONTRACT DOCUMENT**

**FOR THE**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**PREPARED FOR:**



**DAWID KRUIPER LOCAL MUNICIPALITY**  
**Private Bag X6003**  
**UPINGTON**  
**8800**

Contact Person

Name: Mr. H. Wilson  
Telephone: (054) 338 7056

**PREPARED BY:**



**BVI CONSULTING ENGINEERS**  
**P.O. Box 1155**  
**UPINGTON**  
**8800**

Contact Person

Name: Mr. P. Schlechter  
Telephone: (054) 337 6600

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

**TENDERER CSD NUMBER:** .....

**TENDERER TCS PIN:** .....

**TENDERER CIDB NUMBER:** .....

**TENDER AMOUNT (Incl. 10% Cont. & 15% VAT):** .....

The Tenderer is required to check the numbers of pages and should any be found to be missing or duplicated, or should any of the typing be distinct, or any doubt or obscurity arise as to the meaning of any description or particular of any item, or if the Tender Document contains any obvious errors, then the Tenderer must immediately inform the Service Provider and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Tenderer having failure to comply with the foregoing instructions.

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**TENDER SUMMARY**

**Tender (Supply of material, Plant and Labour)**

1. **Gross Tender Sum (Incl. VAT):** R.....
2. **Construction Period:** ..... (weeks)

**Name of Tenderer:**

.....

**Address:**

.....

.....

.....

**TENDERER NAME**

**SIGNATURE**

**DATE**

**CLIENT NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**SUMMARY FOR TENDER OPENING PURPOSES**

NAME OF TENDERING ENTITY: .....

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER: .....

FAX NUMBER: .....

E-MAIL ADDRESS: .....

CONTRACT PRICE: R .....

.....  
(Amount brought forward from the Form of Offer and Acceptance) \*

Signed by authorised representative of the Tendering Entity: .....

Date: .....

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

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**DAWID KUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****GENERAL TENDER INFORMATION**

<b>CIDB CONTRACTOR GRADING</b>	:	Minimum <b>5CE</b> or higher ( <b>4CE PE</b> registered enterprises are also eligible to tender)
<b>CLARIFICATION MEETING</b>	:	01 July 2022 @ 12:00 ( <b>Compulsory</b> )
<b>VENUE FOR CLARIFICATION MEETING</b>	:	BVi Consulting Engineers Boardroom 55 Bult Street, Uptington, 8801
<b>CLOSING DATE</b>	:	15 July 2022
<b>CLOSING TIME</b>	:	14:00
<b>CLOSING VENUE</b>	:	Municipal Tender Box Dawid Kruiper Municipality, Mutual Street, Uptington, 8801
<b>INSTRUCTIONS</b>	:	Sealed tenders endorsed on the envelope with the Tenderer's name and the contract number, (completed in all respects, including C.1.1 Form of Offer) plus any additional supporting documentation must be placed into the tender box. The Name and Address of the Tenderer shall appear on the back of the envelope.

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

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**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**Part T1:      Tendering procedures**

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**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Dawid Kruiper Local Municipality invites tenders for **TENDER NO. TN019/2022 – THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD IN UPINGTON, NORTHERN CAPE.**

It is estimated that tenderers must have a CIDB contractor grading designation of **5CE or higher**.

The minimum specifications are contained in the tender document which will be available from **Friday, 01 July 2022 during office hours, from BVi Consulting Engineers at a cost of R500-00 (non-refundable).**

A compulsory clarification meeting with representatives of the Employer and the Employer's Agent will be held on **Friday 01 July 2022** in Upington, BVi Boardroom commencing at **10:00**.

**The closing time for receipt of tenders is 14:00, 15 July 2022.**

**Telephonic, telegraphic, telex, facsimile, e-mailed or late tender offers will not be accepted.**

**Tenders may only be submitted on the tender documentation that has been issued.**

**Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.**

Tenderers shall be required to demonstrate that they will have in their employ for the duration of the contract period the necessary personnel satisfying the requirements of the Scope of Work for management and supervisory personnel.

A **compulsory** site inspection will be held on **01 July 2022 in Upington commencing directly after the clarification meeting**, at which representatives of the DAWID KRUIPER Local Municipality and the Consulting Employer's Agents will be present. Prospective tenderers are to assemble at the **BVi Consulting Engineers, 55 Bult Street, UPINGTON**. Thereafter the Employer's Agent and DAWID KRUIPER Municipality's Supply Chain Management shall take prospective Tenderers to the site of the Works. At the culmination of the site inspection all prospective Tenderers are required to sign a compulsory attendance register. Prospective tenderers are reminded that punctuality is crucial and set times will be strictly adhered to. Technical queries may be directed to **Mr. H. Wilson on Tel. No. 054 338 7056 and 060 677 2216**.

Sealed Tenders endorsed on the envelope with the Tenderer's name and the Contract Number shall be deposited in the formal Tender Box, situated at Dawid Kruiper Municipality, Mutual Street, UPINGTON before closing time of **14h00** on the closing date listed above.

It must be expressly understood that the Client disclaims any responsibility for seeing that Tenders sent by post or delivered in any other way to the Council, are lodged in the Tender Box. It is accordingly preferable for the Tenderer to personally ensure that the Tender is placed in the Tender Box by the Tenderer's own staff, or where appropriate, a courier appointed by the Tenderer.

The Council reserves the right not to accept the only or lowest tender or any Tender at all, or to accept the whole or part of any Tender.

The standard tender conditions will apply.

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**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

The Council reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion by notice published and to all parties who have drawn documents.

**Tenderers must take notice of the following:**

- **The project will be executed using Labour Intensive Construction methods and tenderers must demonstrate that they have required capability. LIC NQF Level 5 Supervision is a prerequisite.**
- A certified current bank rating letter is compulsory. Failure to submit will lead to the tender being non-responsive.
- A current Tax Compliance Status (TCS) PIN for Tender, from the South African Revenue Services is to be submitted with the tender.
- The tenderer must be registered on Central Supplier Database for Government and must submit the applicable CSD Registration Report not older than 3 months.
- An approved formal surety will be required.
- Certificate of good standing for workmen's compensation to be submitted with the tender.
- Municipal Levy Clearance Certificate, not older than three (3) months from a municipality where the entity operates must be submitted. (Lease agreements and sworn statements / affidavits are also accepted).
- Tenderer to submit with his/her tender the company profile, proof of company registration and certified ID copies of owners/directors of the company.
- Originally, certified copies should not be older than three (3) months.
- Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
- All tenders are valid for 90 days after the tender closing date.
- The Dawid Kruiper Local Municipality's Supply Chain Management Policy will apply.
- The Employer (Dawid Kruiper Local Municipality) does not provide insurance.
- **NB: No Tenders will be considered from persons in the service of the state.**
- The Dawid Kruiper Local Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept part or whole of the tenders.
- The Tenderer does comply with the legal requirements stated in the Employer's procurement policy;
- The Tenderer can demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- The Tenderer can provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- The Tenderer can demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for management and supervisory personnel.

**Issued by:**      **Dawid Kruiper Municipality**  
                         **Civic Centre, Mutual Street**  
                         **Upington, 8801**  
                         **Northern Cape**

**Telephone: (054) 338 7000**

**DAWID KUIPER LOCAL MUNICIPALITY**

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer



**TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****T1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

<b>Clause Number</b>	<b>Tender Data</b>
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<b>F.1</b>	<b>General</b>
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<b>F.1.1</b>	<b>Actions</b>
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*Add the following:*

The Employer is the **DAWID KRUIPER LOCAL MUNICIPALITY**.

<b>F.1.2</b>	<b>Tender Documents</b>
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*Add the following:*

"The following documents form part of this tender:

**VOLUME 1:** The General Conditions of Contract for Construction Work (Third Edition) 2015 as published by the South African Institution of Employer's Agenting. This publication is available and Tenderers must obtain copies at their own cost from the South African Institution of Civil Employer's Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel (011) 805 5947, Fax: (011) 805 5971, email: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

**VOLUME 2:** The SANS Standardised Specifications for Civil Employer's Agenting Construction prepared by Standards South Africa. These publications are available and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The tender documents issued by the Employer comprise:

**VOLUME 3:** The Contract Document (this document), in which is bound:

<div></div>	<div></div>	<div></div>	<div></div>
<b>Contractor</b>	<b>Witness for Contractor</b>	<b>Employer</b>	<b>Witness for Employer</b>

**The Tender****Part T1: Tendering procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender data

**Part T2: Returnable Documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

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

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Occupational Health and Safety Agreement

C1.5 Contract of Temporary Employment as Community Liaison Officer

C1.6 Insurance Broker's Warranty

**Part C2: Pricing Data**

C2.1 Pricing Assumptions

C2.2 Bills of Quantities

C2.3 Declaration

**Part C3: Scope of Work**

C3.1 Standard Specifications

C3.2 Project Specifications

C3.3 Annexes

**Part C4: Site information**

C4.1 Location of the Project

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Contractor

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Witness for  
Contractor

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Employer

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Witness for  
Employer

## C4.2 Available Information

## C4.3 Drawings

**VOLUME 4:** Drawings (listed in C4.3)

Volume 3 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

F.1.3 *Add the following:*

Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's agent in writing to tenderers will be regarded as amending the Tender Documents.

**The Employer's Agent is:**

Mr Malcolm Du Plessis	Project Director
Mr Pieter Schlechter	Project Manager

From: BVI CONSULTING EMPLOYER'S AGENTS

Address: 55 Bult Street, Upington, 8801  
Tel: (054) 337 6600  
Fax: (054) 337 6699  
E-mail : [pieters@bvinc.co.za](mailto:pieters@bvinc.co.za)

F.1.5 **Competitive negotiation procedure**

*Add the following to F.1.5*

A competitive negotiation procedure will **not** be followed.

F.1.6 **Proposal procedure using the two-stage system**

*Add the following to F.1.6*

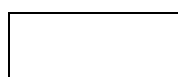
A two-stage system will **not** be followed.

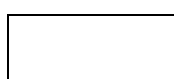
**F.2 Tenderer's obligations**F.2.1 **Eligibility**

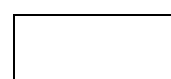
*Add the following to F.2.1.1:*

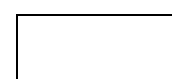
F.2.1.1 Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.

Tender Qualification: Labour Intensive Contracts

  
Contractor

  
Witness for  
Contractor

  
Employer

  
Witness for  
Employer

To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:

- a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project), and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.
- b) Liquid assets/or credit facilities covering the expected expenditures for two full work months.
- c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment.
- d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract.

The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:20 for effective supervision of Labour-intensive works for all LI activities.

#### **Schedule of Labour Content**

The minimum Labour Content for this Project shall be 9% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

	<b>Total</b>	<b>Women</b>	<b>Youth</b>	<b>Disabled</b>
<b>Work Opportunities</b>	104	57	57	2
<b>Person Days</b>	3940	2 167	2 167	79
<b>Training Days</b>	312	172	172	6

#### **F.2.1.2**

#### **CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) REGISTRATION**

Only those tenderers who are registered with the CIDB, 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 **5CE or higher** class of construction work, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **5CE or higher** class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation, determined in accordance with the sum tendered for an **5CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

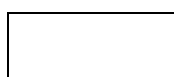
Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

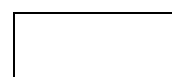
For alpha-numerics associated with the contractor Grading Designations see **Annex G** attached.

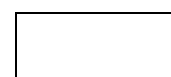
#### **F.2.2**

#### **Cost of tendering**

  
Contractor

  
Witness for  
Contractor

  
Employer

  
Witness for  
Employer

*Add the following to the clause:*

Accept that once a tender document is drawn the deposit paid for the said tender document will not be refunded under any circumstance.

Accept that the Employer will not compensate the Tenderer for any costs incurred, in attending interviews in the office of the Employer or the Employer's Agent (if required).

**F.2.7 Clarification meeting**

*Add the following:*

The arrangements for a **compulsory clarification meeting** are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

Ensure that, his certificate of attendance is signed by the Employer's Agent.

**F.2.9 Insurance**

*Add the following:*

The Employer does not provide insurance.

The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract for the duration of the project until the issue of the Certificate of Completion.

**F.2.12 Alternative tender offers**

*Add the following to F.2.12.1:*

**F.2.12.1** If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standard and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

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.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate

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Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

alternative tender offers in Schedule 20: Alterations/Amendments by tenderer in T2.2: Returnable Schedules.

**F.2.13 Submitting a tender offer**

*Add the following to F.2.13.1*

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

*Replace subclause F.2.13.2 with the following*

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **non-erasable ink**.

*Add the following to F.2.13.3*

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies

*Add the following after the first sentence of F.2.13.4:*

F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

*Add the following to F.2.13.5:*

F.2.13.5 The Employer's agent address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Identification details:                      Tender No. TN019/2022**  
**Title of Contract: THE CONSTRUCTION OF KAMEELMOND**  
**ACCESS ROAD**

*Add the following to F.2.13.6:*

F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

*Add the following sub-clause after F.2.13.9:*

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

**F.2.15 Closing time**

*Add the following to F.2.15.1:*

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

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**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**F.2.16 Tender offer validity**

*Add the following to F.2.16.1:*

**F.2.16.1 The tender offer validity period is **90 days**.**

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance, until the closure for business on the following working day.

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

*Add the following to F.2.17:*

A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion; and the Tenderer fails, within the time stated in writing by the Employer, to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained); or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

Notwithstanding F2.23, submit within 7 days from receipt of a written request by the Employer, a full report from his banker as to his financial standing. The Employer may, at its discretion, condone any failure to comply with the foregoing condition.

Accept that the Employer and / or he Employer's Agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document; or the bankers of each of the individual members of any Joint Venture that is constituted for purposes of this Contract; with a view of ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual members of such Joint Venture.

**F.2.18 Provide other material****F.2.18.1 Delete the word "notarised"**

*Add the following to F.2.18.1:*

Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R 10 million**:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate signed by the tenderer certifying that the tenderer has 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;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

**F.2.23 Certificates**

*Add the following:*

The tenderer is required to submit the following:

**F.2.23.1 Tax Compliance Status**

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of a valid Tax Compliance Status (TCS) Result Letter for Tender, indicating the TCS PIN, issued by SARS.

Each party to a Consortium/Joint Venture shall submit a separate TCS result letter.

**F.2.23.2 Central Supplier Database for Government**

The tenderer must be registered on Central Supplier Database for Government and must submit the applicable CSD Registration Report not older than 3 months.

**F.2.23.3 Bargaining Council Certificates**

Where applicable, a certificate issued by the relevant Bargaining Council, could be requested. Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

**F.2.23.4 Broad-Based Black Economic Empowerment Status Level Certificates**

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate (in terms of the Construction Sector Charter on Black Economic Empowerment) or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2017.

A B-BBEE status level for the Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017.

**F.3 THE EMPLOYER'S UNDERTAKINGS**

**F.3.2 Issue Addenda**

*Add the following to F.3.2:*

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

**F.3.8 Test for responsiveness**

*Add the following:*

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

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- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### F.3.11 Evaluation of tender offers

##### F.3.11.1 General

*Add the following:*

The procedure for the evaluation of responsive tenders is **Method 4: Financial offer, quality and preferences** in accordance with F.3.11.3.

##### F.3.11.7 Scoring Financial Offers

*Add the following:*

The financial offer will be scored using **Formula 2 (Option 1)** where the value of  $W_1$  is **80** points.

##### F.3.11.8 Scoring Preferences

*Add the following:*

Points will be awarded to tenderers who are eligible for preferences in terms of Schedule 26: Preferencing Schedule where preferences are granted in respect of B-BBEE contribution.

The terms and conditions of Schedule 26 shall apply in all respects to the tender evaluation process and any subsequent contract.

#### **Points for Preference**

A maximum of 100 minus  $W_1$  tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

#### **Exempted Micro Enterprise or B-BBEE Status Level of Contributor**

The Tenderer shall indicate on Schedule 21 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

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Exempted Micro Enterprise (>50% Black owned)

Exempted Micro Enterprise (≤50% Black owned)

Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board notice 111 of 2007 published in Government Gazette No. 29616 of 9 Feb. 2007)

Non-compliant contributor<sup>1</sup>

Up to **20** tender evaluation points (N<sub>p</sub>) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

**Exempted Micro Enterprises (EMEs)**

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N <sub>p</sub> )
>50%	3	14
≤50%	4	12

B-BBEE Status Level of Contributor	Number of Points (N <sub>p</sub> )
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor <sup>1</sup>	0

1: A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor or who is not verified in terms of the Construction Sector Charter.

Add the following new sub clause:

**F.3.11.10 Risk Analysis**

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

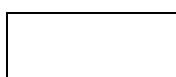
- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

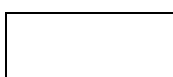
**F3.13 Acceptance of tender offer**

Add the following to F.3.13:

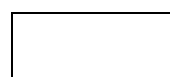
F.3.13.1 Tender offers will only be accepted if:



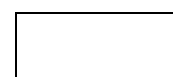
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- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of a valid Tax Compliance Status (TCS) Result Letter for Tender, indicating the TCS PIN, issued by SARS.;
- b) the tenderer or any of its directors 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;
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

**F.3.16 Notice to unsuccessful tenderers**

*Replace the heading above with:*

**Notice to successful and unsuccessful tenderers**

*Replace sub-clause F.3.16.2 with the following:*

- F.3.16.2** The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

**F.3.18 Provide copies of the contract**

*Add the following:*

The number of paper copies of the signed contract to be provided by the Employer is one.

**F.4 ADDITIONAL CONDITIONS OF TENDER**

The additional conditions of tender are:

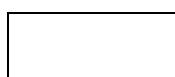
**F.4.1 Compliance with Occupational Health and Safety Act 1993**

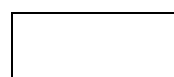
Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

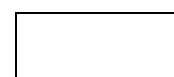
In this regard the Tenderer shall submit with his tender, appended to Schedule 30: Health and Safety Plan in T2.2: Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.

  
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- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

#### F.4.3 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

#### F.4.4 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

#### F.4.5 **Community liaison officer**

It is a requirement of the Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of labour, to represent the local community in matters concerning the use of labour on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.

The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate will be advised by the Employer.

#### F.4.6 **Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

#### F.4.7 **Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderer provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

#### F.4.8 **General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
  - full name;
  - identification number or company or other registration number; and
  - tax reference number and VAT registration number, if any;
  - Certificate of attendance at a compulsory site inspection, where applicable
- b) has indicated whether:

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- the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
- the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
- whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

- a person who is in the service of the state;
- a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- an advisor or consultant contracted with the Employer; or
- a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

In this regard, tenderers shall complete Schedule 12, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

#### F.4.9 **Combating abuse of the Supply Chain Management Policy**

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- been convicted of fraud or corruption during the past five years;
- wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

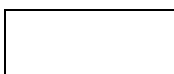
In this regard, tenderers shall complete Schedules 2 and 5, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration in terms of the Municipal Finance Management Act. Failure to complete these schedules may result in the tender not being considered.

#### F.4.0 **UIF payments**

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.

#### F.4.14 **Registration with Bargaining Council**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.



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**F.4.15 PRICE VARIATIONS**

The Contract Price shall **not** be subject to contract price adjustment in accordance with the General Conditions of Contract. If special materials are specified in the Contract Data, then the provision of the General Conditions of Contract shall apply to such special materials.

**F.4.16 Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

**F.4.17 Minimum Wages**

The Tender is drawn to the fact that minimum wage of **R208.71** per day must be paid in terms of the relevant legislation.

**F.4.18 Time for Payment to Contractor**

Payment to contractor for works done must be made 14 days after measurement of Works by ER.

**F4.19 Job Creation Reporting for EPWP**

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

**F4.19.1 Type of project data required per project**

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

**F4.19.1.1 Beneficiary data**

A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a

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weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

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

#### F4.19.1.2 **Project work data**

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

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

#### F4.19.1.3 **Project payment data**

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

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

#### ***Alternatively,***

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

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

#### F4.19.1.4 **Employment output data**

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

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

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- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

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## ANNEX F

(normative)

### STANDARD CONDITIONS OF TENDER

#### F.1 General

##### F.1.1 Actions

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

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

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

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

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

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

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

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

#### F.1.6 Procurement procedures

##### F.1.6.1 General

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

##### F.1.6.2 Competitive negotiation procedure

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in

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each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

*Add the following:*

The Employer does not provide insurance.

The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract for the duration of the project until the issue of the Certificate of Completion.

**F.2.10 Pricing the tender offer**

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

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

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

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

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**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

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**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

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

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

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

**F.2.18 Provide other material**

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

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

**F.3 The Employer's undertakings****F.3.1 Respond to requests from the tenderer**

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

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a. an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b. the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c. in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

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**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

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- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

**F.3.8.3** Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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

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

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

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner in F.3.9.1.

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

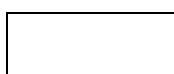
Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**F.3.11 Evaluation of tender offers**

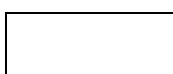
**F3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

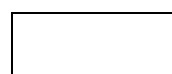
<b>Method 1: Financial offer</b>	1) Rank tender offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
<b>Method 2: Financial offer and preferences</b>	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preference. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
<b>Method 3: Financial offer and quality</b>	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points.



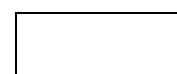
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	<p>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>
<b>Method 4: Financial offer, quality and preferences</b>	<p>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</p> <p>2) Score tender evaluation points for financial offer.</p> <p>3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preference.</p> <p>4) Calculate total tender evaluation points.</p> <p>5) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>

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

#### F.3.11.2 Scoring Financial Offers

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

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

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

Where:

$P_m$  = the comparative offer of the most favorable tender offer.

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

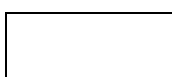
#### F.3.11.3 Scoring quality (functionality)

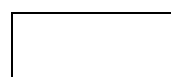
**Replace this clause with the following:**

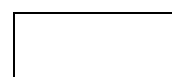
Score quality in each of the categories in accordance with the tender data, and calculate the total score for quality as detailed in the table below:

#### QUALITY SCORING CRITERIA

  
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Tenderers are to submit information in respect of the following criteria, upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under Returnable Documents is to be inserted under **Schedule 34 “Additional Functionality Documents” on page Error! Bookmark not defined.** **The tenderer is required to pass the functionality, in order to be considered for further evaluation**

## **EVALUATION**

### **1.1. TECHNICAL / FUNCTIONALITY EVALUATION**

To be eligible to tender, potential service providers will have to achieve a minimum total of **65 points out of 100** for their technical / functionality proposals.

***If the tenderer fails to meet the minimum points on any of the specific functionality criteria, irrespective of the total functionality score, that tenderer fails to qualify for further evaluation.***

#### **1.1.1.1. Scoring Process**

The Technical / Functional Evaluation Task Team will be established to determine the following:

- Whether or not the Bidder understood the project specifications.
- The bidders experience with similar projects.
- The suitability of the bidder's proposed Plant and Equipment.
- The quality of the methodology proposed including risk identification, mitigation and management.
- The qualifications and experience of the key staff proposed.
- The Bidders financial ability.

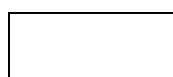
No alteration of technical / functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate their proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses would be made in writing. No interviews will be conducted in this regard.

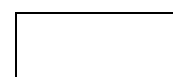
Functionality Documentation must either be attached to the applicable Returnable Schedule as stated below or can be bound into a separate volume and clearly referenced to in each of the applicable schedules. **If the functionality document is not attached to the page or clearly referenced it will be deemed not to have been included.**

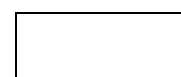
**1.1.2. The score for the Technical / Functionality Evaluation will be calculated in accordance with the table below:**

<b>TECHNICAL / FUNCTIONALITY POINTS (100)</b>		
<b>Company Experience (Civil - LIC)</b>	<b>50</b>	Provide information about your company's experience in the areas for which you are submitting a tender in returnable <b>schedule 6 : Schedule Of Work Experience Of Tenderer</b>
<b>Methodology</b>	<b>15</b>	Provide a preliminary implementation programme, method statement as to how your company will complete the works and risk identification, mitigation and management in returnable <b>schedule 30: Methodology</b>
<b>Project Team Compilation</b>	<b>20</b>	Provide information that you have suitably qualified employees who are in the employ of your company. Provide copies of their CV's and their availability in returnable <b>schedule 18: Proposed Key</b>

  
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		<b>Personnel;</b> Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.  Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes"
<b>Financial Capacity</b>	<b>15</b>	Financial Ability, Provide Current Bank Rating in Returnable <b>Schedule34: Additional Functionality Documents.</b>
<b>TOTAL POINTS</b>	<b>100</b>	<b>Minimum total points required = 65</b>
<b>N.B.: Kindly attach the required supporting documents as requested in the table above and criteria below to this bidding document as annexures to the returnable schedules. Failure to submit such information will render your bid invalid. If it is found during evaluation that any of the information provided is untrue the tender will be disqualified, further if after award that any of the information provided is untrue the Contract will be terminated.</b>		

### 1.1.3. Details of Scoring Criteria

The following scoring criteria will be applied in the evaluation of technical proposals for each category stated above.

#### 1.1.3.1. Company Experience (Civil)

Tenderers must provide details of their previous relevant experience (including the Completion Certificate) in projects of similar nature in returnable **Schedule 6: Schedule of Work Experience Of Tenderer**. In the event that the tenderer wishes to sub-contract a large (or specialized) portion of the contract, experience of the proposed subcontractor must also be provided. The experience will be evaluated as follows:

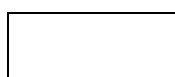
Scoring	Points	Company Experience
Unacceptable	0	The tenderer has not provided any proof of completing similar projects.
Marginal	20	Tenderer has proven relevant experience on at least 1 similar project in the last 10 years.
Good	30	Tenderer has proven relevant experience on at least 2 similar projects in the last 10 years.
Excellent	50	Tenderer has proven relevant experience on at least 3 similar projects in the last 10 years.
<b>Total Points</b>	<b>50</b>	<b>Minimum points required = 30</b>

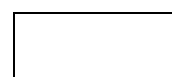
#### 1.1.3.2. Methodology

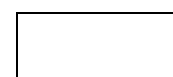
A methodology for the project must be attached to returnable **schedule 30: Methodology**. The Methodology must touch on the following aspects:

- i) A Detailed Technical Approach plan and Construction Program must be provided which covers all major aspects of the work to be performed.
- ii) Safety Aspects must be addressed and the tenderer must provide ways in which typical safety hazards will be mitigated.

  
Contractor

  
Witness for  
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- iii) Environmental Aspects must be addressed; the tenderer must provide ways in which typical environmental hazards will be mitigated.
- iv) The work which the tenderer wishes to sub-contract (if any) must be detailed and if the sub-contractor's work is very specialized, a methodology and program of the subcontractor's work based on the items above must also be provided. (This information will also be used to evaluate the criteria below)

Scoring	Points	Technical approach and methodology
Unacceptable	0	Methodology is poor / unlikely to satisfy project objectives. Bidder may have misunderstood certain aspects of the scope of works. Bidder does not deal with the critical aspects.
Poor	5	Methodology is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is too generic.
Good	10	Methodology is specifically tailored to address the specific project objectives and methods of work. Is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Excellent	15	The most important issues are exceptionally approached in an innovative and efficient way. Approach paper details ways to improve the project outcomes and the quality of the outputs. Risks are identified and management and mitigation measures are discussed.
<b>Total Points</b>	<b>15</b>	<b>Minimum points required = 10</b>

#### 1.1.3.3. Project Team Compilation

The following members of the Project team are required to submit their CV's in the tender document in returnable **schedule 18: Proposed Key Personnel**.

##### 1.1.3.3.1. Contract Manager

Scoring	Points	Contracts Manager
Unacceptable	2	No qualifications attached. 1 year or less of relevant construction experience.
Poor	4	No qualifications attached. Between 2 to 4 years of relevant construction experience.
Good	7	Attached certified BSc/B.Eng/B-Tech Certificate in Civil Engineering. Between 5 to 7 years of relevant construction experience
Excellent	10	Attached certified BSc/B.Eng/B-Tech Certificate in Civil Engineering and 8 years or more of relevant construction experience.
<b>Total Points</b>	<b>10</b>	<b>Minimum points required = 7</b>

Contractor

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Employer

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**1.1.3.3.2. Site Agent**

Scoring	Points	Site Agent
Poor	1	No qualifications attached 1 year or less of relevant construction experience.
Satisfactory	2	Between 2 to 4 years of relevant construction experience
Good	4	Between 5 to 7 years of relevant construction experience
Excellent	5	8 years or more of relevant construction experience.
<b>Total Points</b>	<b>5</b>	<b>Minimum points required = 4</b>

**1.1.3.3.3. General Foreman**

Scoring	Points	General Foreman
Poor	1	No qualifications attached 1 year or less of relevant construction experience.
Satisfactory	2	Between 2 to 4 years of relevant construction experience
Good	4	Between 5 to 7 years of relevant construction experience
Excellent	5	8 years or more of relevant construction experience.
<b>Total Points</b>	<b>5</b>	<b>Minimum points required = 4</b>

**1.1.3.4. Tenderer's Financial Standing**

Tenderers must provide a current bank rating certificate from their banking institution and attach it to the returnable **Schedule34: Additional Functionality Documents**. For the Tenderers financial standing a minimum number of 10 points is required for the bid to be considered further.

Scoring	Points	Tenderer's Financial Standing
Unacceptable	0	E Bank Rating
Poor	5	D Bank Rating
Satisfactory	10	C Bank Rating
Good	12	B Bank Rating
Very Good	15	A Bank Rating
<b>Total Points</b>	<b>15</b>	<b>Minimum points required = 10</b>

**F.3.12 Insurance provided by the employer**

Add the following:

The Employer does not provide insurance.

The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract for the duration of the project until the issue of the Certificate of Completion.

**F.3.13 Acceptance of tender offer**

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial

Contractor

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Contractor

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capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- a) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Notice to unsuccessful tenderers**

**F.3.14.1** Notify the successful tenderer of the employer's acceptance of this tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.14.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.15 Prepare contract documents**

**F.3.15.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.15.2** **Complete** the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

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

**F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**F.3.18 Provide copies of the contracts**

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

**F.3.19 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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Employer



## Annex G

### Alpha-numerics associated with the Contractor Grading Designations

**Table G1: Contractor grading designations and associated parameters**

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

**Table G2: Classes of construction work – see next page**

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**Employer**

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Employer**

Table G2  
CLASSES OF CONSTRUCTION WORK

Description	Designation	Definition	Works types	Examples
Civil Employer's Agenting works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and Employer's Agenting infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical Employer's Agenting works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of Employer's Agenting infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical Employer's Agenting works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral part of permanent buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

 Contractor

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 Employer

 Witness for Employer

Description	Designation	Definition	Works types	Examples
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, alteration, or renovation of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil Employer's Agenting works, electrical Employer's Agenting works, mechanical Employer's Agenting works, or specialist	Buildings and ancillary works other than those categorised as being: a) civil Employer's Agenting works; b) electrical Employer's Agenting works; c) mechanical Employer's Agenting works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS [SQ] Stores Walls
Mechanical Employer's Agenting works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of Employer's Agenting infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors: a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)

Contractor

Witness for Contractor

Employer

Witness for Employer

Description	Designation	Definition	Works types	Examples
Specialist works	SB	A subset of construction works identified by and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and Employer's Agenting infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

Contractor

Witness for Contractor

Employer

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**Part T2: Returnable Documents**

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	<b>Pages</b>
<b>T2.1</b>	
<b>List of Returnable Documents .....</b>	<b>46 - 47</b>
<b>T2.2</b>	
<b>Returnable Schedules .....</b>	<b>48 - 147</b>

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**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****T2.1 LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following Returnable Documents in **black ink**:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
Schedule	Documents incorporated in this tender document that must be completed and signed by all Tenderer s	
1	Authority to sign documents	49
2	Letter Of Good Standing with Workmen’s Compensation Commissioner	50
3	Certified Copy of Certificate of Incorporation	51
4	Clarification Meeting Certificate	52
5	Certificate Of Authority for Joint Ventures (only if Tenderer is a JV)	53
6	Schedule Of Work Experience of Tenderer	54
7	Current and Recent projects undertaken	56
8	Schedule Of Construction Plant	58
9	Schedule Of Estimated Monthly Expenditure	60
10	Schedule Of Subcontractors	61
11	Details Of Experience of Contract Manager, Site Agent, General Foreman and Labour-Intensive Supervisor (NQF 5)	62
12	Compulsory Enterprise Questionnaire	64
13	Proposed Amendments and Qualifications by Tenderer	67
14	Adjudication Of Tenders on Points Basis	68
15	Schedule Of Day work Rates	70
16	Schedule Of Subcontractors of Addenda to Tender Documents	73
17	Schedule Of Subcontractors Profile	74
18	Proposed Key Personnel	75
19	Declaration of Validity of Information Provided	77
20	Declaration of Interest (MBD 4)	78
21	Declaration of Tenderer’s Past Supply Chain Management Practices (MBD 8)	81
22	Declaration of Procurement above R10m	83
23	Certificate Of Independent Tender Determination (MBD 9)	85

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
24	Form Concerning Fulfilment of The Construction Regulations 2014	88
25	Declaration Certificate for Local Production and Content (MBD 6.2)	90
26	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017 (MBD 6.1)	97
27	Confirmation of Contractors CIDB Registration	102
28	Tax Compliance Status (TCS) Result Letter for Tender	103
29	Central Supplier Database (CSD) Registration Report	104
30	Methodology	105
31	Preliminary Construction Programme	106
32	Health & Safety Plan	107
33	Certified B-BBEE Certificate	109
34	Schedule Of Labour Content	110
35	Labour Training Institution	111
36	Additional Functionality Documents	110
<b>Schedule</b>	<b>Returnable Schedules that will be incorporated into the Contract</b>	
C1.1	Form of Offer and Acceptance	112
C1.2	Contract Data (Part 2)	118
C2.1	Pricing Data (Part 2)	144
C2.2	Bill of Quantities	147

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****T2.2 RETURNABLE SCHEDULES**

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**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**



**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 1: AUTHORITY TO SIGN DOCUMENTS**

I/We\*, the undersigned, am/are\* duly authorized to sign the form of tender on behalf of.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or.....

\*Delete whichever is inapplicable

1.	<div></div>	<div></div>	<div></div>
	<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

2.	<div></div>	<div></div>	<div></div>
	<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

**WITNESSES:**

1.	<div></div>	<div></div>	<div></div>
	<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

2.	<div></div>	<div></div>	<div></div>
	<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**SCHEDULE 2: LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION COMMISSIONER**

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**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 3: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION**  
**(if Tenderer is a company)**

OR Certified copy of founding statement (if Tenderer is a closed corporation)

OR Certified copy of partnership agreement (if Tenderer is a partnership)

OR Certified copy of identity document (if Tenderer is a one-man concern)

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**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 4: CLARIFICATION MEETING CERTIFICATE**

This is to certify that I/We\* .....

of (Tenderer) .....

of (address) .....

.....

Telephone number .....

Fax number .....

Email .....

on (date) .....

have examined the Site of the Works and its surroundings for which I / we\* am / are\* submitting this tender and have, so far as is practicable, familiarized myself/ourselves\* with all information, risks, contingencies and other circumstances which may influence or affect my / our\* tender.

\*Delete whichever is inapplicable

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

--

**Contractor**

--

**Witness for  
Contractor**

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**Employer**

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**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 5: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed only if Tenderer is a Joint Venture.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms ....., authorized signatory of the company, close corporation or partnership ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 6: SCHEDULE OF WORK EXPERIENCE OF TENDERER**

Tenderer shall insert in the Schedule hereunder details of work successfully carried out by them, of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. **Value of work to be given to the nearest R 0.5 million.**

<b>COMPLETED CONTRACTS</b>				
<b>Employer (Name, Tel, Fax, Email)</b>	<b>Employer's Agent (Name, Tel, Fax, Email)</b>	<b>Nature of Work</b>	<b>Value of Work R (M)</b>	<b>Date Completed</b>
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

**SIGNED BY/ON BEHALF OF TENDERER:****NAME****SIGNATURE****DATE****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 7: CURRENT AND RECENT PROJECTS UNDERTAKEN**

Tenderer must furnish hereunder details of similar works / service, which they have satisfactorily completed in the **past 5 years**. The information shall include a description of the Works, the Contract value, the Contract start date and completion date.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN			R

**SIGNED BY/ON BEHALF OF TENDERER:****NAME****SIGNATURE****DATE****Contractor****Witness for Contractor****Employer****Witness for Employer**



RECENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS RECENTLY UNDERTAKEN			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**DAWID KUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 8: SCHEDULE OF CONSTRUCTION PLANT**

Tenderer shall state below what construction plant will be available for this Contract. The Tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired, or hired for the Work, should the Tenderer be awarded the Contract.

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	When Available

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED					
Description	Arrangements Made	Delivery Date	Size	Capacity	Number

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 9: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he / she estimates will arise based on his / her preliminary programme and tendered rates, in the table below. The Tenderer will correlate this with his selected construction duration on the "Form of Offer and Acceptance". ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
<b>SUB-TOTAL</b>	<b>R</b>
CONTINGENCIES (10%)	R
<b>SUB-TOTAL</b>	<b>R</b>
VAT (15%)	R
<b>TOTAL (INCLUDING VAT @ 15%)</b>	<b>R</b>

**SIGNED BY/ON BEHALF OF TENDERER:****NAME****SIGNATURE****DATE****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 10: SCHEDULE OF SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

<b>SUBCONTRACTORS</b>			
<b>Category/type</b>	<b>Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organization/Firm/ Experience</b>	<b>Items of work (pay items) to be undertaken by the Subcontractor</b>	<b>Estimated Cost of Work (Rand)</b>
<b>TOTAL (Excluding VAT)</b>			

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule ..... (If nil, enter NIL)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this 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 above being approved by the Employer's Agent.

**SIGNED BY/ON BEHALF OF TENDERER:****NAME****SIGNATURE****DATE****Contractor****Witness for Contractor****Employer****Witness for Employer**

# DAWID KRUIPER LOCAL MUNICIPALITY

## TENDER NO. TN019/2022

### THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD

#### **SCHEDULE 11: DETAILS OF EXPERIENCE OF CONTRACT MANAGER, SITE AGENT, GENERAL FOREMAN, CONCRETE FOREMAN AND PIPELAYING FOREMAN**

Tenderer shall set out, in the Schedule hereunder, details of the experience of the Contract Manager / Manager, Site Agent, General Foreman, Concrete Foreman and Piplaying Foreman in work of a similar nature to that for which this tender is submitted. The Curriculum Vitae of the abovementioned persons of interest must be submitted with this Schedule.

Tenderers shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for management and supervisory personnel.

Failure to complete this Schedule may result in the tender not being considered.

CONTRACT MANAGER / MANAGER				
NAME				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

SITE AGENT				
NAME				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

Contractor

Witness for Contractor

Employer

Witness for Employer

GENERAL FOREMAN				
NAME				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

LABOUR-INTENSIVE SUPERVISOR: LIC NQF 5				
NAME				
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 12: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....  
 Close corporation number .....  
 Tax reference number .....

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

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

☐ a member of any municipal council

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer



- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

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

\*insert separate page if necessary

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

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

☐ an employee of Parliament or a provincial legislature

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

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

\*insert separate page if necessary

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

- i) authorises the Employer to obtain a Tax Compliance Status (TCS) Result Letter for Tender, from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNED:**

**ENTERPRISE NAME**

**DATE**

**SIGNATURE**

**NAME**

**POSITION**

**SIGNATURE**

**Contractor**

**Witness for Contractor**

**Employer**

**Witness for Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 13: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER**

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED BY/ON BEHALF OF TENDERER:****NAME****SIGNATURE****DATE****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 14: ADJUDICATION OF TENDERS ON POINTS BASIS**

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the DAWID KRUIPER Local Municipality. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by the DAWID KRUIPER Local Municipality.

The tender shall be scored on an 80/20-point system where 80 points will be for the price and 20 points is in terms of the B-BBEE status level of the contributor.

The tender obtaining the highest number of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to two decimal places.

In the event of equal points scored, the tender will be awarded to the Tenderer scoring the highest points for B-BBEE Status.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS****1. GENERAL CONDITIONS**

The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50,000,000; and
- the 90/10 system for requirements with a Rand value above R50,000,000.

The value of this tender is estimated not to exceed R50,000,000 and therefore the 80/20 system shall be applicable.

Preference points for this tender shall be awarded for B-BBEE Status verified by an accredited assessor.

**THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:**

	<b>BREAKDOWN</b>	<b>WEIGHT</b>
1.	Price	80
2.	Preference	20
	<b>Total</b>	<b>100</b>

---

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

The points awarded for Preference are based on the B-BBEE status level of contributor is as follows:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

The Tenderer shall attach a copy of his B-BBEE certificate to this page as proof of his status level.

Failure on the part of a Tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The Employer 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 Employer.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**WITNESS 1:**

**NAME**

**SIGNATURE**

**DATE**

**WITNESS 2:**

**NAME**

**SIGNATURE**

**DATE**

**DAWID KRUIJER LOCAL MUNICIPALITY**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 15: SCHEDULE OF DAYWORK RATES**

This Daywork Schedule will be used at the discretion of the Employer's Agent for valuation of extra work, which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant, no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

**Failure to complete this Schedule may result in the tender not being considered.**

**A. LABOUR**

Normal Working Time:

1	Labourers	R .....	per hour plus	.....%	"On-Cost"
2	Gangers	R.....	per hour plus	.....%	"On-Cost"
3	Tradesmen	R.....	per hour plus	.....%	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	.....%	"On-Cost"
	(b).....	R.....	per hour plus	.....%	"On-Cost"

Overtime

1	Labourers	R .....	per hour plus	.....%	"On-Cost"
2	Gangers	R.....	per hour plus	.....%	"On-Cost"
3	Tradesmen	R.....	per hour plus	.....%	"On-Cost"
4	Other				
	(a).....	R.....	per hour plus	.....%	"On-Cost"
	(b).....	R.....	per hour plus	.....%	"On-Cost"

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**B. PLANT**

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Motor Grader				
DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Loaders				
Tractor – Loader- Backhoe				
Revolving drum type concrete mixer (Min capacity 0.25m <sup>3</sup> )				
Water Pumps and Leadings				
Pedestrian Type Vibrating Roller (Bomag 45 or equal)				
Plate Compactor				
Compressor including Hammers and Hoses				
Pipe Testing Equipment				
Other				

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**C. MATERIAL**

The Tenderer shall state here the percentage "On-costs" that should be added to the nett cost of materials:

..... % (**Max. 15%**)

**SIGNED BY/ON BEHALF OF TENDERER:****NAME****SIGNATURE****DATE****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**



**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 16: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

--

**NAME**

--

**SIGNATURE**

--

**DATE**

--

**Contractor**

--

**Witness for  
Contractor**

--

**Employer**

--

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 17: STAFFING PROFILE**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

<b>Own staff: gender and race</b>	<b>Number of staff</b>
<b>Staff to be employed for the project: gender and race</b>	<b>Number of staff</b>

**If there is insufficient space above, the Tenderer may append additional sheets.**

Number of additional sheets appended by the Tenderer to this Schedule ..... (If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:****NAME****SIGNATURE****DATE****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 18: PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his tender be accepted; both at his headquarters and on the Site, to direct and for the execution of the Work. Key personnel must be listed with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	SUMMARY OF	
	(i) NOMINEE (ii) ALTERNATE	QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION
<b><u>HEADQUARTERS</u></b>			
Partner/Director			
Project Manager			
Other key staff (give designation)			
DESIGNATION	NAME OF	SUMMARY OF	
	(i) NOMINEE (ii) ALTERNATE	QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION
<b><u>CONSTRUCTION MONITORING</u></b>			
Site Agent			

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

Construction Supervisor (give designation)  General Foreman			
Labour-intensive Supervisor (LIC: NQF 5)			
Other key staff (give designation)			

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 19: DECLARATION OF VALIDITY OF INFORMATION PROVIDED**

I/We, the undersigned:

- a) tender to supply and deliver to the DAWID KRUIPER Local Municipality (hereafter "ELM") all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part;
- d) confirm that this tender may only be accepted by the way of a duly authorised Letter of Acceptance;
- e) declare that we are fully acquainted with the tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- f) declare that all amendments to the tender document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the ELM and the undersigned;
- g) certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- h) acknowledge that the information furnished is true and correct;
- i) accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the ELM that the claims are correct. If the claims are found to be inflated, the ELM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the ELM as a result of the award of the contract and/or cancel the contract and claim any damages which the ELM may suffer by having to make less favourable arrangements after such cancellation;
- j) declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- l) the signatory to the tender document is duly authorised; and
- m) documentary + proof regarding any tendering issue will, when required, be submitted to the satisfaction of the ELM.

Signed at .....this..... day of ..... 20.....

Name of Authorised Person: .....

Authorised Signature: .....

Name of Tendering Entity: .....

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 20: DECLARATION OF INTEREST (MBD 4)****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

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

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

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

3.9.1 If yes, furnish particulars

.....  
.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

---

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**



**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 21: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

 Contractor

 Witness for Contractor

 Employer

 Witness for Employer

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the Does Is the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 22: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**  
**(DELETE IF NOT APPLICABLE)**

TENDERER S MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1. Are you by law required to prepare annual financial statements for auditing? **YES / NO**

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

.....

.....

1.2. If no, un-audited financial statements must be submitted with your tender.

.....

.....

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

2.1. If no, this serves to certify that the Tenderer has 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.

2.2. If yes, provide particulars.

.....

.....

.....

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

3.1. If yes, furnish particulars.

.....

.....

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**CERTIFICATION**

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

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

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

**POSITION****SIGNATURE****DATE****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 23: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

---

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

---

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 24: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014**

In terms of regulation 4(3) of the Construction Regulations 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act (Act No 85 of 1993). The Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his / her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	
.....	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

--

**Contractor**

--

**Witness for  
Contractor**

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**Employer**

--

**Witness for  
Employer**



4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

- 6.

I have fully included in my tender rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	
NO	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1 ..... ID NO: .....

2 ..... ID NO: .....

--

Contractor

--

Witness for  
Contractor

--

Employer

--

Witness for  
Employer

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 25: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)**

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

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

**1. General Conditions**

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
a) PVC Pipes and fittings	100%

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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Contractor

--

Witness for  
Contractor

--

Employer

--

Witness for  
Employer

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

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

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

NB

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

I, the undersigned, ..... (Full names), do hereby declare,  
in my capacity

as.....of.....

.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

Contractor

Witness for Contractor

Employer

Witness for Employer

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

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

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

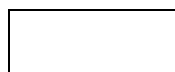
**DATE:** \_\_\_\_\_

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

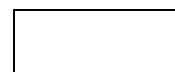
**DATE:** \_\_\_\_\_



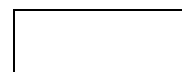
**Contractor**



**Witness for  
Contractor**



**Employer**



**Witness for  
Employer**

SATS 1286.2011

## Annex C

## Local Content Declaration - Summary Schedule

(C1) Tender No.  
 (C2) Tender description:  
 (C3) Designated product(s)  
 (C4) Tender Authority:  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate:  
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

## Calculation of local content

## Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0

Signature of tenderer from Annex B

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

Date:

(C25) Average local content % of tender

Contractor

Witness for Contractor

Employer

Witness for Employer

Witness for  
Employer

SATS 1286.2011

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		<b>Note:</b> VAT to be excluded from all calculations
(E2)	Tender description:		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	R 0
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer



**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 26: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

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

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

- 1.2**
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
  - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

**1.3** Points for this bid shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

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

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

--

Contractor

--

Witness for  
Contractor

--

Employer

--

Witness for  
Employer

**8. DECLARATION WITH REGARD TO COMPANY/FIRM****8.1** Name of company/firm:.....**8.2** VAT registration number:.....**8.3** Company registration number:.....**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

Contractor

Witness for Contractor

Employer

Witness for Employer

# DAWID KUIPER LOCAL MUNICIPALITY

## TENDER NO. TN019/2022

### THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD

#### SCHEDULE 27: CONFIRMATION OF CONTRACTOR REGISTRATION

CIDB Contractor Registration

I/We confirm my/our registration with the Construction Industry Development Board (CIDB) details of which are as follows:

COMPANY NAME	CIDB REGISTRATION NO.	CONTRACTOR GRADING DESIGNATION

Where a tenderer satisfies CIDB Contractor grading designation requirements through the formation of a joint venture, details of each party to the joint venture shall be submitted.

The information provided above shall be verified by the Employer.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**SCHEDULE 28: TAX COMPLIANCE STATUS (TCS) RESULT LETTER**

A valid Tax Compliance Status (TCS) Result Letter for Tender, indicating the valid TCS PIN issued by SARS, shall be attached to this page.

Each party to a Consortium / Joint Venture shall submit a separate TCS Result Letter.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 29: CENTRAL SUPPLIER DATABASE (CSD) FOR GOVERNMENT**

The tenderer must be registered on Central Supplier Database for Government and must submit the applicable CSD Registration Report not older than 3 months. The CSD Registration documents shall be attached to this page.

Each party to a Consortium / Joint Venture shall submit a separate CSD Registration Report.

**SIGNED BY/ON BEHALF OF TENDERER:****NAME****SIGNATURE****DATE****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**



**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**SCHEDULE 30: METHODOLOGY**

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Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

## DAVID KRUIPER LOCAL MUNICIPALITY

### TENDER NO. TN019/2022

### THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD

#### **SCHEDULE 31: PRELIMINARY CONSTRUCTION PROGRAMME**

(For information purposes only)

The tenderer shall attach a preliminary programme, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the programme.

- Quality Plans and Control
- Health and Safety Specifications - Refer to Health and Safety Specifications – **Annexure A in Part C3.3.**

**Details of the preliminary programme shall be appended to this Schedule.**

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL)

#### **SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

## DAWID KRUIJER LOCAL MUNICIPALITY

### TENDER NO. TN019/2022

### THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD

#### **SCHEDULE 32: HEALTH AND SAFETY PLAN**

Tenderers are to accept that the Employer is restricted in accordance with the OHS Act (Act No 85 of 1993) as amended, and the Construction Regulations 2015 Clause 4(4), to ONLY appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the Work of the Contract safely.

Tenderers are also required to adhere to the "Additional Conditions of Tender" on which the compliance with the OHS Act is stipulated (Part F.4.1 on Page 20).

The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations, and to have allowed for all costs in compliance therewith.

The Tenderer shall prepare and attach a Health and Safety Plan in respect of the Works, to demonstrate compliance of the necessary competencies and resources, all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's Induction Training Programme for employees, Sub-Contractors and visitors to the site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules, as well as fire and emergency procedures.

Tenderers must accept that submitting inferior and inadequate information regarding their respective Health and Safety Plans, shall be seen as justifiable and compelling reasons for declaring the tender offer as non-responsive.

Tenderers are to note that the Contractor is required to ensure that all Sub-Contractors or others, engaged in the performance of the contract, also comply with the above requirements.

The Tenderer shall also take into account the additional requirements stated in the Scope of Work, when drawing up the Health and Safety Plan for the contract.

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's Induction Training Programme for employees, Sub-Contractors and visitors to the site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules, as well as fire and emergency procedures.

Tenderers must accept that submitting inferior and inadequate information regarding their respective Health and Safety Plans, shall be seen as justifiable and compelling reasons for declaring the tender offer as non-responsive.

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

Tenderers are to note that the Contractor is required to ensure that all Sub-Contractors or others, engaged in the performance of the contract, also comply with the above requirements.

The Tenderer shall also take into account the additional requirements stated in the Scope of Work, when drawing up the Health and Safety Plan for the contract.

**Details of the Health and Safety Plan shall be appended to this Schedule.**

Number of sheets appended by the Tenderer to this Schedule.....(If nil, enter NIL)

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**SCHEDULE 33: CERTIFIED B-BBEE CERTIFICATE**

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**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**SCHEDULE 34: SCHEDULE OF LABOUR CONTENT**

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is 15%.

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

*Notes to Tenderer:*

- (1) Labour is defined as hourly paid personal
- (2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in R10 000 a/ claim event.

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**SCHEDULE 35: LABOUR TRAINING INSTITUTION**

**Name of Training Institution:** \_\_\_\_\_

**Name of Programme:** \_\_\_\_\_

Trainers Name	Qualification	Subject

*Note to tenderer:*

*Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.*

**SIGNED BY/ON BEHALF OF TENDERER:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****SCHEDULE 36: ADDITIONAL FUNCTIONALITY DOCUMENTS**

The Tenderer shall attach the following documents to the Schedule:

- **Bank Rating Certificate from a Registered Financial Institution - COMPULSORY**
- Proof of affiliation with regards to Contract's Director / Manager and Site Agent's qualifications.
- If project team consist out of more members than whom CVs are requested for in Schedule 18, these additional CV's must be appended here.
- Plus, any other additional documents which may be required.

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**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**



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**Part C1: Agreements and Contract Data**

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	<b>Pages</b>
<b>C1.1 Form of Offer and Acceptance (Agreement) .....</b>	<b>114 - 119</b>
<b>C1.2 Contract Data .....</b>	<b>120 - 134</b>
<b>C1.3 Form of Guarantee.....</b>	<b>135 - 138</b>
<b>C1.4 Occupational Health and Safety Agreement .....</b>	<b>139 - 141</b>
<b>C1.5 Contract of Temporary Employment as Community Liaison Officer .....</b>	<b>142 - 143</b>
<b>C1.6 Insurance Broker's Warranty .....</b>	<b>144</b>

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**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****C1.1 Form of Offer and Acceptance****Offer**

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

**CONTRACT NO.: TN019/2022: THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

The Tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto (as listed in the Schedule of Returnable Documents), 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 Contract shall be completed within Date.**  **Weeks of the Commencement Date.**

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

.....

..... RAND (in words);

R ..... (in figures)

This offer may be accepted by the Employer, by signing the Acceptance part, of this Form of Offer and Acceptance. Thereafter the Employer will be returning one copy of this document to the Tenderer, before the end of the period of validity (stated in the tender data). Whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**SIGNED ON BEHALF OF/BY THE TENDERER:****NAME****SIGNATURE****CAPACITY****DATE****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**Name and address of Organisation:**

.....

.....

.....

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

### Acceptance

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

The terms of the Contract are contained in:

**Part C1: Agreements and Contract Data**

**Part C2: Pricing data**

**Part C3: Scope of Work**

**Part C4: Site information**

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the Returnable Documents, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

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

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

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**SIGNED ON BEHALF OF/BY THE EMPLOYER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

## Schedule of Deviations

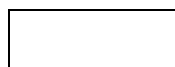
### Notes:

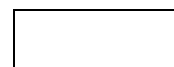
1. The extent of deviations from the tender documents, issued by the Employer prior to the tender closing date, is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which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

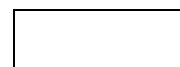
1. Subject .....  
 Details .....  
 .....  
 .....
2. Subject .....  
 Details .....  
 .....  
 .....
3. Subject .....  
 Details .....  
 .....  
 .....
4. Subject .....  
 Details .....  
 .....  
 .....

By the duly authorised representatives **signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents,** listed in the tender data and addenda thereto (as listed in the Returnable Documents). 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.

  
Contractor

  
Witness for  
Contractor

  
Employer

  
Witness for  
Employer

**SIGNED ON BEHALF OF/BY THE TENDERER:****NAME****SIGNATURE****CAPACITY****DATE****SIGNED BY WITNESS:****NAME****SIGNATURE****DATE****SIGNED ON BEHALF OF THE EMPLOYER:****NAME****SIGNATURE****CAPACITY****DATE****SIGNED BY WITNESS:****NAME****SIGNATURE****DATE****CONFIRMATION OF RECEIPT****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed copy of the original of this Agreement, including the Schedule of Deviations (if any) today:

Signed on the \_\_\_\_ (day) of \_\_\_\_\_ month) \_\_\_\_\_ (year) at \_\_\_\_\_ (place)

**SIGNED ON BEHALF OF/BY THE CONTRACTOR:**

**NAME**

**SIGNATURE**

**CAPACITY**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****C1.2 Contract Data****PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER**

The following standardised General Conditions of Contract:

**General Conditions of Contract for Construction Works (Third Edition, 2015)**

Prepared by the South African Institution of Civil Employer's Agenting (SAICE) shall apply to and from the General Conditions of Contract for this Contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Employer's Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny, at the offices of the Employer's Agent.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties; and the procedures for the administration of the Contract. The **Contract Data shall have precedence** in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions of Contract below.

The Contract Data, General Conditions of Contract and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications; in the interpretation of any ambiguity or inconsistency between these documents.

---

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**



**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:

**Clause 1.1.1.13:**

The Defects Liability Period is **twelve (12) calendar months** and will commence upon the issue of a Certificate of Completion.

**Clause 1.1.1.14:**

The time period for achieving Practical Completion is stated in the Form of Offer and Acceptance (C1.1. page 105 – 107).

**Clause 1.1.1.15:**

The **Employer** is **Dawid Kruiper Local Municipality**, represented by the Municipality Manager and / or such a person or persons duly authorised thereto by the Employer in writing; and the legal successors in title of this person; and are referred to in this Contract Document as “Employer”.

**Clause 1.1.1.16:**

The **Employer’s Agent**, referred to in the documents, is the firm of Consulting Employer’s Agents, BVi Consulting Employer’s Agents Northern Cape (Pty) Ltd acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Employer’s Agent is: BVi Consulting Employer’s Agents Northern Cape (Pty) Ltd or their successors duly appointed by the Employer.

**Clause 1.1.1.26:**

The Pricing Strategy is a **Re-Measurement Contract**.

*Add the following clauses after Clause 1.1.1.34:*

1.1.1.35: **“Drawings”** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer’s Agent or delivered to the Contractor by the Employer’s Agent.

1.1.1.36: **“Letter of Notification”** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful tenderer’s Offer and no rights shall accrue.

**Clause 1.1.1.28:**

*Replace with the following:*

**“Scope of Work”** means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided; and any other requirements and constraint relating to the manner in which the Work is to be carried out.

**Clause 1.2.1.2:**

---

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

The name of the Employer is : **Dawid Kruiper Local Municipality**  
The address of the Employer is : Private Bag X6003, Upington, 8800  
Civic Centre, Mutual St, Upington, 8801

The name of the Employer's Agent is : **BVi Consulting Employer's Agents Northern Cape (Pty) Ltd**  
The address of the Employer's Agent is : PO Box 1155, Upington, 8801  
55 Bult Street, Upington, 8800

**Clause 1.3.5:**

*Add the following to Clause 1.3.5:*

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer's Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

**Clause 2.6:**

*Add the following NEW clause:*

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory.

Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to be Employer's Agent within 14 Days of the Commencement Date

**Clause 3.2.1:**

*Add the following to Clause 3.2.1:*

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. The approval of any extension of time for completion in terms of Clause 5.12.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. The issuing of a variation order in terms of Clause 6.3.2.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

9. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.
10. The agreeing of an extension to the 28-day period in terms of Clause 10.1.5.1.
11. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

**Clause 3.1.4:**

*Add the following to the clause:*

The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to be Employer's Agent within 14 Days of the Commencement Date.

**Clause 4.3:**

*Add the following clause after Clause 4.3.2.:*

4.3.2.1 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) as amended and the Construction Regulations, 2014, promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.2.2 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) as amended.

4.3.2.3 The Employer's Agent's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Employer's Agent, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.

The withdrawal by the Employer's Agent of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.

**Clause 4.10.1:**

*Add the following:*

The Contractor shall make use of local labour as far as possible where manual labor is required and remuneration must be paid according to the minimum wages for the region.

**Clause 4.10.3:**

*Add the following clause after Clause 4.10.2:*

The Contractor must provide adequate accommodation, offices and latrine facilities for his labour and employees and the Contractor shall bear all relevant associated costs for the duration of the contract. For the duration of the contract all latrines must comply to the relevant regulatory of local-, provincial and/or central government requirements and must be placed in such a manner that it will meet the Employer's Agents approval. If at any time

**Contractor**

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**Employer**

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during the contract the Contractor fails to meet these requirements, the Employer's Agent shall have the right to put in place all measures to rectify and/or provide adequate sanitary conditions, with all costs incurred hereto to be recovered from the Contractor.

**Clause 4.12.4:**

*Add the following clause after Clause 4.12.3:*

It is not the responsibility of the Employer's Agent or his Agent on site to act as Foreman or Surveyor of the works. The Contractor must employ qualified, experienced, trained and skilled Employer's Agents, Foreman, Surveyors, Laboratory Assistants and/or any other type of key personnel required with the necessary equipment and instrumentation to their disposal in order to ensure that adequate management, control, and/or execution of the works is obtained during the duration of the contact.

**Clause 5.3:**

**Additional Special Conditions of Contract**

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

**SCC 1.1 Definitions**

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

"SCC 1.1.1.5 "Commencement Date" means the date of the official Site Handover."

**SCC 5.3 Commencement of the Works**

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

**"SCC 5.3.1 Commencement of the Works**

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

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

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

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

**SCC 5.3.2 Unacceptable documentation**

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

**SCC 5.3.3 Time to instruct commencement of the Works**

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

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

- (xiii.) The Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts after 07 August 2015 and the works contract is of a value exceeding one hundred and thirty million rand (CIDB grading designation 9). Such application must be made at least 30 days before that work is to be carried out.
- (xiv.) Furthermore, the Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts on or after 07 February 2017 and the works contract is of a value exceeding forty million rand (CIDB grading designation 8 or higher). Such application must be made at least 30 days before that work is to be carried out.
- (xv.) Furthermore, the Employer will be required to apply in writing to the provincial director of the Department of Labour for a construction work permit to perform construction work if the intended construction work starts on or after 07 August 2018 and exceeds 365 days; will involve more than 3600 person days of construction work; or the works contract is of a value exceeding thirteen million rand (CIDB grading designation 7 or higher). Such application must be made at least 30 days before that work is to be carried out.

**Clause 5.3.1:**

The documentation required before the commencement with the Works execution is:

1. Health and Safety Plan (Refer to Clause 4.3)
2. Initial programme (Refer to Clause 5.6)
3. Security (Refer to Clause 6.2)
4. Insurance (Refer to Clause 8.6)
5. Occupational Health and Safety Agreement (C1.4 of the Contract Document)
6. Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer).
7. Ensure that the Construction Work Permit has been approved and granted by the Department of Labour regional head office, as per the Construction Regulations, 2015. Refer to Annex F on page 25 for guidelines in the Health and Safety Specifications: Particular Project Specifications.

The Contractor shall commence executing the Works within **14 days** from the Commencement Date.

**Clause 5.3.2:**

The time to submit the documentation required before commencement with Works' execution is **fourteen (14) days**.

**Clause 5.3.3:**

*Add the following clause after Clause 5.3.3:*

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The Contractor shall commence executing the works within **14 days** from the Commencement Date.  
The Commencement Date will be the day when all of the following takes place:

- Site Handover to the Contractor
- The above will take place within 7 days of the issue of the Letter of Acceptance.

**Clause 5.4.2:**

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.

*Add the following clause after Clause 5.4.3:*

1.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

**Clause 5.6.1:**

*Add the following:*

The Contractor shall deliver the programme of Work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly. (5 working days comprise one working week, 9 working hours comprise one working day).

The Contractor shall have regard for the phases and sub-phases (if applicable) of the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications, and / or will be indicated on the Phasing Plan which forms part of the Drawings. The Contractor should incorporate these phases and sub-phases in the outline of his Programme of Works.

**Clause 5.7:**

*Add the following to the clause 5.7.3:*

No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor. Unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation, or the basis upon which it is to be determined.

**Clause 5.8:**

*Add the following to clause 5.8.1:*

The special non-working days are Saturdays, Sundays and all gazetted public holidays, falling outside the year end break.

The year-end break is subject to the annual construction shutdown period as published by SAFCEC.

The Contractor is to make provision in his programme for all the non-working days, which occur during the contract period.

**Clause 5.9:**

*Add the following Clauses after Clause 5.9.7:*

Tender Drawings shall be used for tender purposes only and shall not be used for construction.

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The Employer's Agent shall have full power and authority to supply to the Contractor from time to time, during the progress of the Works, copies of such further drawings and such instructions. These drawings and instructions shall be necessary for the purpose of proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

**Clause 5.9.1:**

*Add the following to the clause:*

"The drawings shall remain the property of the employer and the Contractor will sign receipt for the acceptance thereof. The copyright on all documents remains with the employer and no drawings or parts thereof may be duplicated without approval by the Employer's Agent."

**Clause 5.12:**

*Add the following to clause 5.12.2:*

Regardless of the cause of any delay, an extension of time will only be considered, if it can be shown by the Contractor that the activity delayed is on the **critical path**, indicated on the most recently approved Programme of Works.

**Add the following to clause 5.12.2.2:**

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall, snow, associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist; and an extension of time shall be granted in accordance with the provisions of this clause.

The number of days quoted below, shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions, where inclement weather prevents or disrupts work on the critical path.

Only days where rainfall recorded on site equals or exceeds 10mm, will be deemed to be a rain day, which will be considered as a non-working day.

Month	Working Days	Month	Working Days
January	2	July	0
February	3	August	0
March	3	September	0
April	2	October	0
May	0	November	1
June	0	December	1

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts (signed daily diary, photo record, etc.) and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Employer's Agent, such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that **where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.**

**Clause 5.12.5:**

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Extension of Time due to delays and abnormal climatic conditions will be dealt with as determined by the Employer's Agent. The Contractor shall be responsible to specify his claim with regard to the amount and type of resources involved. Only items on the critical path shall be considered and payment for time related cost will be subject to the decision of the Employer's Agent. The Contractor must adhere to the following conditions:

**Sub Clause 5.12.5.1**

Only items that occurs on the critical path and which will have a significant influence on the completion date shall be considered.

**Sub Clause 5.12.5.2**

The Contractor must, after submitting the necessary proof and documentation to the Employer's Agent, reach an agreement on site between himself and the Employer's Agent with regard to the reasons and duration of the delay.

**Sub Clause 5.12.5.3**

The Contractors is responsible to provide all supporting documentation in order to substantiate any claim for delay. Any claim will only be considered if the Contractor informed the Employer's Agent in writing, within **twenty-eight (28) days** from the start of such a delay, to the cause and duration of the delay.

**Clause 5.13.1:**

The penalty for failing to complete the Works is **R 3 500.00 (Excl. VAT)** per calendar day.

**Clause 5.16.3:**

The latent defects liability period is **10** years.

**Clause 6.2.1:**

*Add the following to Clause 6.1.2:*

- The Performance Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.
- The C1.3. Performance **Guarantee** shall be worded as set out in the Contract Data, according to Section C1.3 on Page 134 - 128.
- The liability of the guarantee shall be for 10% of the Contract Price.
- The Performance Guarantee **shall be maintained until the issue of the Certificate of Completion.**

**Clause 6.2.2:**

Delete clause 6.2.2 in its entirety.

**Clause 6.2.3:**

Delete Clause 6.2.3 in its entirety and replace with the following:

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

**Clause 6.3:**

*Add the following sub clauses after Clause 6.3.3:*

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**Sub clause 6.3.3.1:**

If the scope of the work increased or decreased by a percentage in excess of **25%** the tendered amounts in Section 1200AH items 1.2 will be adjusted pro-rata. No changes to the above items will be considered in case of an increase or decrease of less than 25% variation in the contract amount.

**Sub clause 6.3.3.2:**

All rates will be fixed as tendered irrespective of the percentage variation.

**Clause 6.5.1.2.3:**

The percentage allowance to cover overhead charges is **10%**.

**Subclause 6.6.1: Provisional sums**

*In the second line of subclause 6.6.1.2, after the words "sum or sums" insert the words ", excluding VAT,".*

*In the first line of subclause 6.6.1.2.1, after the words "sum or sums" insert the words ", excluding VAT,".*

*In the fourth line of subclause 6.6.1.2.2, after the words "amount" insert the words ", excluding VAT,".*

**Sub clause 6.6.2: Prime cost sums**

*In the fourth line of subclause 6.6.2, after the words "price" insert the words ", excluding VAT,".*

**Clause 6.8.2:**

*Add the following to Clause 6.8.2:*

The Contract Price shall **not be** subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data, then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

**Clause 6.8.4:**

*Add the following to Clause 6.8.4:*

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no cost other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

**Clause 6.10.1.5:**

The percentage advance on materials not yet build into the Permanent Works is **80%**, upon proof of ownership. MOS to be delivered on site and inspected and approved by the Employer's Agent before it can be certified for payment.

**Clause 6.10.3:**

*Add the following to Clause 6.10.3:*

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. The limit of retention money for the defect Liability Period shall be 5% of the Contract

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Price, including payment for contingencies and Contract Price Adjustment. ***A guarantee in lieu of retention is not permitted.***

**Clause 6.10.4:**

*Add the following to Clause 6.10.4:*

Furthermore, payment shall be subject to the Employer being in possession of a valid Tax Compliance Status at the time payment is due (it is the responsibility of the Contractor to submit an updated Tax Compliance Status Result Letter to the Employer) should any current documentation expire during the contract period.

Notwithstanding anything above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

**Clause 6.10.5.1:**

*In the sixth line, delete the words "Of the second half"*

**Clause 6.10.10: Tax Invoices**

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each payment certificate delivered to the Employer by the Employer's Agent in terms of Clauses 49.1 and 49.10. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

**Clause 8.4.1:**

*Add the following to the existing clause 6.10.4:*

The Contractor must make provision on his own cost for the protection of the works and shall be liable for all costs and/or claims against him or against the Employer or the employer's Agent, resulting from negligent or insufficient safety measures during the execution of the works. The Employer reserves the right to recover any such costs from the Contractor. The Contractor must notify the Employer's Agent within 48 hours, after receiving such a claim against him. If after ninety (90) days after receiving such a claim the Contractor has failed to settle the dispute, the Employer's Agent reserves the right to investigate the claim and to take the necessary measures to resolve the dispute at the cost of the Contractor.

**Clause 6.11:**

Amend the percentage from **15 percent** to **25 percent** in the title and in the Clause.

**Clause 8.6.1.1.2:**

The value of Plant and Materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R 0.00 (Nil)**.

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**Clause 8.6.1:**

- 8.6.1.1.2 The value of the plant and materials supplied by the Employer, to be included in the insurance sum is R0.00 - Nil.
- 8.6.1.1.3 The amount to cover professional fees not included in the Contract Price for repairing damage and loss, to be included in the sum is R0.00 - Nil.
- 8.6.1.2. A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.
- 8.6.1.3 The limit of indemnity for liability insurance is R 5,000,000.00 for any single claim – the number of claims to be unlimited during the construction period.

**Clause 8.6.1.5:**

*Additional Insurance is required for the following:*

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channels.
- f) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

**Clause 8.6.6:**

The evidence that the insurances have been affected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in Part C1.6 Insurance Broker's Warranty.

**Clause 9.2.1:**

*Add the following two clauses after Clause 9.2.1.3.7:*

**Clause 9.2.1.3.8**

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

**Clause 9.2.1.3.9**

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

**Clause 9.2.1.3.10**

"The Contractor fails to provide the required Guarantee and insurances within the prescribed time."

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**Clause 10.5.:**

Dispute resolution shall be by mediation, failing which by arbitration.

**ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following clause after clause 10:*

**Clause 11: Copyright**

The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works, shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer). The Contractor shall not provide any information in connection with the Works to any person or organisation without, the prior approval of the Employer and / or the Employer's Agent to this effect.

**Clause 12: Contractor's liability as mandatory**

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act (Act 85 of 1993) as amended; as well as the Act's regulations, including the Construction Regulations 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions, in terms of Section 37 (2) of the OHS Act.

**Clause 13: Contractor to provide everything necessary**

The Contractor is to provide all labour, material, workmanship, machinery, and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Clause 14: Details to be confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Employer's Agent.

**Clause 15: Occupational Health and Safety Agreement**

The Employer and the Contractor shall enter into an agreement to complete the Work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) as amended, and the Construction Regulations 2014 promulgated there under.

An agreement is included as annexure to the Contract Data and shall be completed and submitted to the Employer, together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer), within **fourteen (14) days** after the Commencement Date.

Contractor must ensure the following documents are completed and attached to his tender document:

- Occupational Health and Safety Agreement: Section C1.4 of the Contract Data, on page 135 - 137.
- Letter of good standing from Compensation Commissioner: Schedule 2 of the Returnable Documents, on page 50.

The Contractor shall ensure that any letter of good standing shall be timeously renewed, in order that it remains in full force for the duration of the Contract.

**Contractor**

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Contractor**

**Employer**

**Witness for  
Employer**

# DAWID KRUIPER LOCAL MUNICIPALITY

## TENDER NO. TN019/2022

### THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD

#### C1.2 Contract Data

#### Part 2: Data Provided by the Contractor

#### Clause 1.2.1: Delivery of Notices

The name of the Contractor is .....

The address of the Contractor is .....

Physical Address

Postal Address

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

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

Telephone:.....

Fax:.....

Email: .....

#### SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****C1.3. Performance Guarantee**

## GUARANTOR DETAILS AND DEFINITIONS

**“Guarantor”** means: .....

Physical address: .....

**“Employer”** means: **Dawid Kruiper Local Municipality**

**“Contractor”** means: .....

**“Employer’s Agent”** means: **BVi Consulting Employer’s Agents Northern Cape (Pty) Ltd**

**“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: The date of issue of the Certificate of Completion.

## CONTRACT DETAILS

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

## 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.

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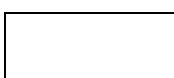
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Employer

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) calendar 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, in which such demand states 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 / her affairs with the Contractor in any manner which the Employer may deem fit; and the Guarantor shall not have the right to claim his / her 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 (Act No 32 of 1944) as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

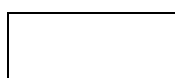
Signed at.....

Date.....

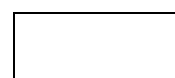
Guarantor's signatory (1).....



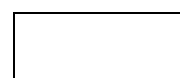
**Contractor**



**Witness for  
Contractor**



**Employer**



**Witness for  
Employer**

Capacity.....

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

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

---

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**



## **ANNEXURE**

### **LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 1 November 2011) approved for issue of contract guarantees. Guarantees from any other institution not listed below will not be accepted without prior approval by the Employer's Agent.

#### **National Banks:**

ABSA Bank Ltd.  
Development Bank of Southern Africa  
FirstRand Bank Ltd.  
Gensec Bank Ltd.  
Industrial Development Corporation of South Africa  
Infrastructure Finance Corporation  
Investec Bank Ltd.  
Land & Agricultural Bank of SA  
Mercantile Bank Ltd.  
Nedbank Ltd.  
Standard Bank of SA Ltd.

#### **International Banks (with branches in SA):**

Barclays Bank plc.  
Citibank n.a.  
Commerzbank Aktiengesellschaft  
Credit Agricole Corporate and Investment Bank  
Deutsche Bank AG  
JP Morgan Chase Bank  
Societe Generale  
Standard Chartered Bank

#### **Insurance companies:**

ABSA Insurance  
AIG South Africa  
Auto & General  
Coface s.a.  
Compass Insurance Co.  
Constantia Insurance Co.  
Credit Guarantee Insurance Co.  
Etana Insurance Company Ltd.  
Guardrisk Insurance Co.  
Home Loan Guarantee Co.  
Lion of Africa Insurance Co.  
Lombard Insurance  
Mutual & Federal Insurance Co.  
New National Assurance Co.  
Regent Insurance Co.  
Renasa Insurance Company Ltd.  
Zurich Insurance Co.

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY**

**TENDER NO. TN019/2022**

**THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

**C1.4 Occupational Health and Safety Agreement**

**AGREEMENT MADE AND ENTERED INTO BETWEEN PUBLIC BODY (HEREINAFTER CALLED THE "EMPLOYER") AND**

.....  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993) AS AMENDED.**

I, representing....., as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am / we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I / We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him / them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any Sub-Contractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such Sub-Contractors will comply with the conditions set out.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20 .....

**SIGNED BY/ON BEHALF OF CONTRACTOR – MANDATORY:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for Contractor**

**Employer**

**Witness for Employer**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

Signed at ..... on the ..... day of ..... 20 .....

**SIGNED BY/ON BEHALF OF PUBLIC BODY:**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he / she, his / her employees, and any Sub-Contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment / machinery / articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. 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 and into any incident involving a Contractor and / or his / her employees and / or his / her Sub-Contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

---

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****C1.5 Contract of Temporary Employment as Community Liaison Officer**

Construction Contract No.: .....

PROJECT .....

AGREEMENT made between the CONTRACTOR .....and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above-named construction contract.

**1. THE PARTIES HAVE AGREED THAT**

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date that his/her contract commence with the contractor to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

**2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:**

1. To be available on site daily between the hours of 08:00 and 17:00 and at other time as the need arises. Normal working day will extend from morning until 17:00 in the afternoon.
2. To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
3. To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
4. To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
5. To attend all meetings in which the community and/or labour are present or are required to be represented.
6. To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
7. To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
8. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
9. To keep a daily written record of his interviews and community liaison.
10. To attend monthly site meetings to report on labour matters.
11. All such other duties as agreed upon between all parties concerned.
12. To submit monthly reports regarding community liaison.

---

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

3. **THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:**

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be **at least the minimum rate as prescribed by the Department of Labour** per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

3.2 Maximum hours of work:

- i) 9 hours per day
- ii) 45 hours per week;
- iii) 5 days per week;
- iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

3.5 Workers and the CLO will not be permitted to work under conditions of:

- i) undisciplined or unruly behaviour;
- ii) insubordination to Team Leader, Supervisors or Management;
- iii) abuse of intoxicating substances;
- iv) criminal actions by the employee;
- v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:

- i) undisciplined or unruly behaviour;
- ii) insubordination to Team Leader, Supervisors or Management;
- iii) abuse of intoxicating substances;
- iv) will full or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- i) the name of the Contractor;
- ii) the CLO's name;

---

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

- iii) the number of days worked by the CLO;
- iv) the rate per day;
- v) the details of any deductions made;
- vi) the actual amount paid to the CLO.

- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

#### 4. TERMINATION OF AGREEMENT

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

#### 5. THE CONDITIONS OF THIS AGREEMENT

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

#### 6. THUS AGREED AND SIGNED BY THE PARTIES:

Contractor: .....

Community Liaison officer: .....

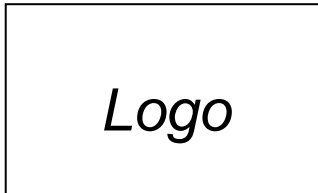
Date: .....

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****C1.6 Insurance Broker's Warranty**Pro Forma*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

**DAWID KRUIPER LOCAL MUNICIPALITY**  
**Private Bag X6003**  
**UPINGTON**  
**8800**

**CONTRACT NO.:**           **TN019/2022****CONTRACT TITLE:**       **THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

NAME OF CONTRACTOR: \_\_\_\_\_

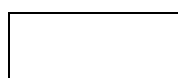
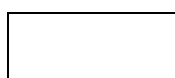
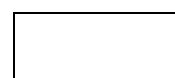
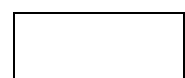
I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the DAWID KRUIPER LOCAL MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

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

For: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**



Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions .....	146 - 147
C2.2 Bills of Quantities .....	148 - 156
C2.3 Declaration .....	157

Contractor

Witness for Contractor

Employer

Witness for Employer

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****C2.1 Pricing Assumptions**

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Employer's Agenting Construction, referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.

2. The units of measurement described in the Bill of Quantities are metric units.  
Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m <sup>2</sup> .pass	=	square metre-pass
h	=	hour	m <sup>3</sup>	=	cubic metre
ha	=	hectare	m <sup>3</sup> .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ (kL)	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ (L)	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m <sup>2</sup>	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive prices, for the Work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work; and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data; as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional Work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.sabs.co.za](http://www.sabs.co.za) or [www.iso.org](http://www.iso.org) for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

- 
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of Work to be done. The quantities of Work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
  9. Reasonable compensation will be received where no pay item appears, in respect of Work required in the Bills of Quantities in terms of the Contract, and which is not covered in any other pay item.
  10. The short descriptions of the items of payment given in the Bill of Quantities, are only for the purposes of identifying the items. More details regarding the extent of the Work entailed under each item's description, appear in the Scope of Work and Specification Data.
  11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.
  12. The clauses in the Specification Data in which further information is provided regarding a schedule item, appears under the **"reference clause"** column in the Bill of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of the scheduled items. Further information and specifications may be found elsewhere in the contract documents.

---

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****C2.2 BILL OF QUANTITIES****PREAMBLE TO BILL OF QUANTITIES****General**

1. The tender data, the Contract Data, the Scope of the Work and the Site Information are to be read in conjunction with the Bill of Quantities.
  - a) The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of construction of temporary and permanent Works.
  - b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill. His attention is drawn to the fact that the Contractor has the right, under various circumstances to payment for additional works 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 inserted in the Bill.
  - c) The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, set out what ancillary or associated activities are included in the rate for the operations specified.
2. Descriptions in the Bill are abbreviated and must be read in conjunction with the measurement and payment clauses of the applicable Specifications.
3. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
4. Except that the rates shall not include Value Added Tax (VAT). The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive prices, to the Employer for the work described under each item. Such prices shall cover all costs and expenses that may be required in, and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. Provision is made in the Summary to the Bill of Quantities for VAT to be added.
5. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to have a price or rate of R0,00.
6. The Tenderer must price and extend each item, total each page and carry the total of each section in the Bill of Quantities to the Summary page.
7. **Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only.**

---

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

## CONSTRUCTION

### Attention is drawn to Clause 6.7.1 of the General Conditions of Contract:

The Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed, from the construction drawings or measurement on Site, that such quantities are in fact the correct quantities. The Gross Total of tender must be carried to the Offer.

## MEASUREMENT AND PAYMENT

The measurement and payment clauses of the SANS 1200 Standardized Specifications and the Standard and Particular Specifications as amended or added to in Part C3, Specification Data, shall be deemed to form part of and be included in the Pricing Instructions.

## CONTENTS

SUMMARY		Amount	
		R	c
1	SECTIONS 1: PRELIMINARY AND GENERAL		
2	SECTIONS 2: ROADS & EARTHWORKS		
3	SECTIONS 2: STORM WATER		
<b>SUB-TOTAL</b>		R	
<b>* CONTINGENCIES</b> Allow the sum of 10% (TEN percent) of the above Sub-total for Contingencies to be spent as the Employer's Agent may direct and to be deducted in whole or in part if not required.		R	
<b>TOTAL INCLUDING CONTINGENCIES</b>		R	
<b>VALUE ADDED TAX</b>			
ADD: VAT at the rate of 15%		R	
<b>TOTAL Carried to part C1.1 Form of Offer and Acceptance</b>		R	
<b>CONTRACT PERIOD :.....WEEKS</b>  <b>* Amount allowed for the use of the Employer's Agent only.</b>			

 Contractor

 Witness for Contractor

 Employer

 Witness for Employer

**BILL OF QUANTITIES TO BE INSERTED**

---

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**BILL OF QUANTITIES TO BE INSERTED**

---

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**BILL OF QUANTITIES TO BE INSERTED**

---

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**



**BILL OF QUANTITIES TO BE INSERTED**

---

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**BILL OF QUANTITIES TO BE INSERTED**

---

Contractor

Witness for  
Contractor

Employer

Witness for  
Employer

**BILL OF QUANTITIES TO BE INSERTED**

---

**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

**DAWID KRUIPER LOCAL MUNICIPALITY****TENDER NO. TN019/2022****THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD****C2.3 DECLARATION (In respect of completeness of Tender)****(In respect of completeness of tender)**

Dawid Kruiper Local Municipality  
Office of the Municipal Manager  
Civic Centre, Mutual St  
UPINGTON  
8800

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document. The returnable document comprises 277 pages which includes the Bill of Quantities comprising of 9 pages in consecutive order upon which my/our tender for the **TENDER NO. TN019/2022 – THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD** has been based.

**SIGNED BY/ON BEHALF OF TENDERER:****NAME****SIGNATURE****DATE****COMPANY STAMP****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

---

**Part C3: Scope of Work**

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<b>C3.2</b>	<b>PROJECT SPECIFICATIONS .....</b>	<b>157</b>
<b>C3.2.1</b>	<b>PART A: General .....</b>	<b>157 - 158</b>
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<b>C3.3</b>	<b>ANNEXURES</b>	
	 <b>Annexure A Occupational Health &amp; Safety Specifications</b>	

---

**Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

## DAWID KRUIPER LOCAL MUNICIPALITY

### TENDER NO. TN019/2022

#### THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD

##### C3.1 STANDARD SPECIFICATIONS

##### C3.1.1 LIST OF STANDARDISED SPECIFICATIONS

##### 1. SABS 1200

The standard specifications on which this contract is based are the **South African National of Standard Standardised for Civil Employer's Agenting Construction SABS 1200**. (Note to compiler. "SABS1200" has been changed to "SANS1200"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200).

##### 2. Applicable SABS 1200 Standardized Specifications

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract document and shall apply:

SANS	1200	A	- 1986	:	GENERAL
SANS	1200	AB	- 1986	:	EMPLOYER'S AGENTS OFFICE
SANS	1200	C	- 1980	:	SITE CLEARANCE
SANS	1200	D	- 1988	:	EARTHWORKS
SANS	1200	DB	- 1989	:	EARTHWORKS (PIPE TRENCHES)
SANS	1200	DM	- 1981	:	EARTHWORKS (ROADS, SUB-GRADE)
SANS	1200	G	- 1982	:	CONCRETE (STRUCTURAL)
SANS	1200	H	- 1990	:	STRUCTURAL STEEL WORKS
SANS	1200	HB	- 1985	:	CLADDING AND SHEETING
SANS	1200	HC	- 1988	:	CORROSION PROTECTION OF STRUCTURAL STEELWORK
SANS	1200	L	- 1983	:	MEDIUM PRESSURE PIPELINES
SANS	1200	LB	- 1983	:	BEDDING (PIPE)
SANS	1200	LC	- 1981	:	CABLE DUCTS
SANS	1200	LF	- 1983	:	ERF CONNECTIONS (SEWER)
SANS	1200	M	- 1976	:	ROADS (GENERAL)
SANS	1200	ME	- 1981	:	SUB-BASE
SANS	1200	MF	- 1981	:	BASE
SANS	1200	MH	- 1996	:	ASPHALT BASE AND SURFACING
SANS	1200	MJ	- 1984	:	SEGMENTED PAVING
SANS	1200	MK	- 1983	:	KERBING AND CHANNELLING
SANS	1200	MM	- 1984	:	ANCILLARY ROADWORKS
SANS	0400			:	GENERAL BUILDING REGULATIONS
SANS	10409	2005	Design, Selection and Installation of Geomembranes		
SANS	1526	2003	Thermoplastics sheeting for use a geomembrane		

The following standardized Construction and management requirements for works contracts will also form part of this contract:

- SANS 1921-1:2004 Part 1: General Employer's Agenting and construction works
- SANS 1921-2:2004 Part 2: Accommodation of traffic on public roads occupied by the contractor
- SANS 1921-4:2004 Part 4: Third-Party management support in works contracts
- SANS 1921-5:2004 Part 5: Earthwork activities which are to be performed by hand
- SANS 1921-6:2004 Part 6: HIV/AIDS awareness

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**C3.2 PROJECT SPECIFICATIONS****STATUS**

The Project Specification, consisting of THREE parts, forms an integral part of the contract and supplements the Standard Specifications.

**Part A** contains a general description of the works, the site and the requirements to be met.

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

**Part C** contains the Particular Specifications relating to specific items on this project.

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

**C3.2.1 PART A: General**

Part A covers a general description of the project, the site and the geo-technical conditions, the available and required facilities, special characteristics of the Contract and the requirements to which the Contractor has to comply with. Reference is also given in Part A to other Specifications (if any) applicable on the Contract.

PS 1	General Description of the Works
PS 2	Description of Site and Access
PS 3	Details of Contract
PS 4	Construction Programme
PS 5	Procedures during Construction
PS 6	Site Facilities Available
PS 7	Abnormal Rainfall
PS 8	Relocation of existing structures
PS 9	Project Name Board
PS 10	Protection from Storms and Floods
PS 11	Existing Services
PS 12	Accommodation of Traffic and Public Access
PS 13	Setting out of Works & As-Built Information
PS 14	Temporary Office and Communication Facilities
PS 15	Safeguarding of Material, Equipment and Property
PS 16	Sanitary Conditions
PS 17	Dealing with Water
PS 18	Construction in Confined Areas
PS 19	Density Tests/Concrete Cubes
PS 20	Air Tests
PS 21	Community Liaison Officer (CLO)
PS 22	Payment for Labour Intensive Activities
PS 23	Excavation of Trenches
PS 24	Classes of Excavation
PS 25	Manholes and Chambers
PS 26	Quality Control by Employer's Agent
PS 27	Health and Safety Plan
PS 28	Environmental Requirements
PS 29	Access to Properties

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PS 30	Subcontractors (Nominated or Approved)
PS 31	Standing Time
PS 32	Site Meetings
PS 33	Restricted Areas
PS 34	Interfacing with Other Contractors / Subcontractors
PS 35	Minimum Nuisances to Persons from the Surrounding Area
PS 36	Borrow Pits
PS 37	Spoil Material
PS 38	Drawings
PS 39	Notices, Signs, Barricades and Advertisements
PS 40	Transport of Material
PS 41	Workmanship and Quality Control
PS 42	Excavations in Existing Road Reserves
PS 43	Sewers
PS 44	Quality Control and Testing of the Works
PS 45	Site Usage
PS 46	Daily Records
PS 47	Supporting Documents
PS 48	Recording of Weather
PS 49	Barricading and Lighting
PS 50	Protection of the Public
PS 51	Community Participation
PS 52	Labour Intensive Activities (EPWP)

**C3.2.2     PART B:     Amendments to Standard and Specific Specifications**

Part B covers variations on and additions to the Standardised SABS 1200 – series of Specifications for Civil Employer's Agenting construction and other Standard Household Specifications and the Specific Specifications applicable on the Contract.

**C3.2.3     PART C:     Particular (Project) Specifications**

Part C contains Specifications relating to specific items on this project.

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**PART A: General****PS 1 GENERAL DESCRIPTION OF THE WORKS**

The work to be carried out under this Contract entails the construction of civil engineering services, specifically road works, using labour-intensive methods in accordance with **EPWP Guidelines**.

The Dawid Kruiper Local Municipality proposes to construct brick paved roads for improved access to the Kameelmond settlement in Upington.

**Labour-intensive works** as identified in the Bill of Quantities, shall be constructed **task-based**, using local workers who are temporarily employed, in terms of this Scope of Work.

**PS 2 DESCRIPTION OF SITE AND ACCESS**

Construction takes place in the general vicinity of Upington and access can be obtained from the N14 heading to Keimoes. Construction activities are to take place on existing dirt roads to the Kameelmond Settlement and Waste Water Treatment Works, and as such the Contractor is expected to be sensitive to public health & safety while also managing traffic and access control. The Contractor is also required to take the safety of the residents and their property into account during the planning and execution of the works.

**PS 3 DETAILS OF CONTRACT**

This contract covers the supply of all materials, plant, equipment and labour for the construction of a 1.14km length, 6m wide access road, including but not limited to:

- Earthworks,
- Installation of pre-cast kerbs,
- Construction of brick paved streets and sidewalks,
- Related stormwater infrastructure.

**PS 4 CONSTRUCTION PROGRAMME****PS 4.1 Format**

The programme will be set up in collaboration with the Employer's Agent:

In addition to the requirements of Sub-Clause 5.6.2 of the General Conditions of Contract, the Contractors programme shall:

- i) be in a bar chart form programmed into MS Project Office 2003 or 2010
- ii) show the various activities related to the time-chart indicating the sequence of performing the works comprising the contract.
- iii) indicate critical path activities
- iv) baseline programme must be submitted and be updated with actual progress on a monthly basis to show actual progress vs the baseline.

**PS 4.2 Allowances**

The Contractors programme shall take the following into consideration:

- i) expected normal climatic weather conditions
- ii) special non-working days as stipulated in the Contract Data
- iii) expected value of the work performed for each activity
- iv) stipulate any other information required by the Employer's Agent.

**PS 5 PROCEDURES DURING CONSTRUCTION**

The Contractor to supply, keep up to date and keep the following documents on site on a daily basis:

- i) A full set of the latest construction drawings to be on site permanently for use by the Employer's Agent and others.
- ii) The Contractor to supply and keep on site an A4 triplicate site instruction book, which must be presented to the Employer's Agent at all site meetings and site inspections.

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- iii) The Contractor to supply an A4 duplicate diary on site to be signed off by Employer's Agent's representative. The Contractor to keep daily diary, with at least the following information.
- Weather condition
  - Record of any accidents and detail
  - Record of construction activities of the day with associated units' measures of progress for each activity.
  - Record of resources (labour, materials, plant, etc.) utilized for each day.
  - Information of any strikes
  - Any other relevant information

**PS 6 SITE FACILITIES AVAILABLE**

**PS 6.1 Source of Water Supply**

The Contractor shall make his own arrangements with the local authority for obtaining water for construction and domestic purposes and toilet facilities as required by the Health and Safety Regulations. The Contractor shall pay for the water at the rates and tariffs as determined by the local authority, including the cost of supplying a temporary water meter and standpipe as required, all at his own expense.

**PS 6.2 Source of Power Supply**

The Contractor is to make his own arrangement for the supply of electrical power and is responsible for all costs incurred.

**PS 6.3 Location of Camp and Depot**

The Contractor must make his own arrangements for a campsite. The Contractor shall make his own arrangements for the accommodation of labour. All arrangements to the approval of the Employer's Agent and or the Local Authority.

**PS 6.4 Spoil Sites**

No indiscriminate spoiling of material will be allowed. All unsuitable surplus material shall be removed from the site and to a suitable spoil site indicated by the Employer's Agent.

**PS 6.5 Source of Bedding Material**

The Contractor is to make his own arrangement for the supply of bedding material and is responsible for all costs incurred. No formal borrow pits are available in Britstown for bedding material.

**PS 7 ABNORMAL RAINFALL**

Refer to Contract Data – C1.2

**PS 8 RELOCATION OF EXISTING STRUCTURES**

The Contractor is responsible to liaise via the CLO with the property owner for the relocation of temporary structures located in the vicinity of the works as required. The Contractor shall remove such structure and re-erect it as agreed with the stand owner. The sum allowed for in the Bill of Quantities shall be deemed to be full compensation for the relocation of existing temporary structures. The Employer does not accept liability for any costs resulting from delays in the relocation of any existing temporary structure, or delays as a result of delays in negotiations with the property owner. The onus is on the Contractor to ensure timeous arrangements with property owners and allowance for this process is his construction programme.

**PS 9 PROJECT NAME BOARDS**

The Employer's Agent should issue two notice boards one (1) **EPWP** and one (1) **MIG**, design as per the specifications of the Employer's Agent, shall be supplied and erected by the Contractor at positions indicated by the Employer and/or the Employer's Agent.

The EPWP sign board must display the EPWP logo, indicating that this project is part of the EPWP, per the relevant detail drawing.

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Notices, signs and barricades as well as advertisements may only be erected where approved by the Employer's Agent. 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 (at no cost to the Employer) to have any sign, notice or advertisement moved to another location, 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.

Any damage to the notice boards shall be repaired within 14 days of a written instruction received from the Employer's Agent. For details of the boards refer to the Standard Drawings contained in this document.

The notice boards shall be manufactured from materials specified in Clause 3.1 of SANS 1200 AB but shall conform in the painting, decorating and detail with the recommendations for the Standard Board of the South African Association of Consulting Employer's Agents (CESA).

#### **PS 10 PROTECTION FROM STORMS AND FLOODS**

The sum allowed for in the Bills of Quantities shall be deemed to be full compensation for any damage to the Works due to storms, rain, floods, storm water, subsurface water, sewerage spillages and any infiltration of water from any source.

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on the Site. The preceding shall imply that the Contractor shall also be responsible for the necessary arrangements with regard to the provision of Special Risk Insurance to address any such of the abovementioned occurrences and sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for maintaining any such insurance during the full period of the contract.

#### **PS 11 EXISTING SERVICES**

The Employer's Agent will provide available information regarding the location of the existing services and connections, but:

The Employer's Agent does not accept responsibility for the accuracy of this information and it shall be the full responsibility of the Contractor to obtain Way Leaves from the Local Authorities or any other Service Provider Institutions (Eskom, Telkom, etc.) regarding any existing services that will have an impact on the Works or the execution thereof. The Contractor shall make further investigations to determine the exact locality, size and depth of existing connections and/or pipelines before commencing with construction to ensure that no damage is done to any existing pipes or fittings.

The Contractor shall take all reasonable precautions to protect existing pipeline/services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the authority concerned, all at the expense of the Contractor and to the satisfaction of the Employer's Agent.

Whenever services are encountered which interfere with the execution of the Works and which require removing and relocating, the Contractor shall advise the Employer's Agent who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating, and reinstating such services.

Any work required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tender rates exist, will be classed and paid for as "Daywork" as prescribed in the General Conditions of Contract.

The Contractor shall work in close co-operation with personnel of the Municipality controlling services that must be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services, which have to be carried out, by the Board or controlling authorities themselves. The Contractor is to make allowance in his programme for this contingency.

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Where services have to be removed or relocated or protected the Employer's Agent will at the request of the Contractor, notify or negotiate with the Municipality or authorities controlling those services, but the Employer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.

#### **PS 12 ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS**

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times take the necessary care to protect the public and to facilitate the traffic flow. The Contractor must make provision under the designated tariff in the Preliminary and General cost to allow for the following:

- i) To create temporary access for both vehicles and pedestrians
- ii) To provide detours where necessary
- iii) To provide, install and maintain traffic- and warning signs as required
- iv) To provide and maintain barricading and safeguarding of any open excavations or trenches

The price tendered shall include for all labour, plant, equipment, materials and overheads for conforming with these requirements.

#### **PS 13 SETTING OUT OF WORKS & AS-BUILT INFORMATION**

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided in the Bill of Quantities. All costs for the instalment of survey benchmarks are to be borne by the Contractor.

Any section or portion of the Work, which has been set out by the Contractor must be checked and verified by a registered Land Surveyor prior to the commencement of any work. Depending on the findings of the registered Land Surveyor, the Employer's Agent will allow or not allow the Contractor to proceed with the construction of that section or portion of the work. The Contractor will be responsible for hiring and paying for the services of the registered Land Surveyor approved by the Employer's Agent for setting out of the works and the as-built information. The Contractor will be able to recover this cost under the relevant item in the Preliminary and General Section of the Bill of Quantities (BOQ).

Setting-out shall to be confirmed by the Employer's Agent before any construction commences. No claims related to the inaccuracy of existing survey information shall be entertained. The Contractor shall arrange for a detail survey of the site prior to the commencement of work to verify Site levels and submit their levels to the Employer's Agent

No separate payment will be made for any setting-out, the providing of permanent beacons and references pegs, staking, detail surveys, taking cross sections, checking benchmarks, referencing existing road markings or any work described in this clause.

The Contractor shall also provide for two (2) surveyor assistants to be made available to the Employer's Agent or his representative during the works. The survey equipment must be available on site for the full duration of the works.

#### **PS 14 TEMPORARY OFFICE AND COMMUNICATION FACILITIES**

No office shall be specifically required for the Employer's Agent or his representative, but the site office of the Contractor must be made available and so equipped that the Employer's Agent, his representative or the Community Liaison Officer can perform their work undisturbed at any time during the works. The Contractor shall make provision at his own cost for efficient communication between his site office and the office of the Employer's Agent for the duration of the contract as provided for in the Preliminary and General cost items.

#### **PS 15 SAFEGUARDING OF MATERIAL, EQUIPMENT AND PROPERTY**

The contractor is responsible to provide the necessary precautionary measures to ensure the safety and protection of the Works against any theft, losses and vandalism that can occur. The Contractor shall make provision at his own cost for precautionary safeguarding measures for the duration of the contract as provided for in the Preliminary and General cost items.

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The Contractor shall record the condition of, and photograph all adjoining properties before commencing with construction.

**PS 16 SANITARY CONDITIONS**

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behaviour that may cause contamination of the works or the surrounding area is strictly prohibited and the Contractor shall bear full responsibility to provide sanitary facilities in accordance with the regulations of Local Authorities and Specifications within the contract.

**PS 17 DEALING WITH WATER**

**PS 17.1 Abnormal Rainfall and Seepage**

The occurrence of rainwater and/or seepage in pipe trenches after abnormal rainfall shall be removed and treatment of water shall be executed by the Contractor at his own cost. The extension of time granted for abnormal rainfall conditions shall be taken as sufficient compensation for the removal of rainwater or seepage and/or for the treatment of water of trenches and ponds, as a result of seepage or rainwater accumulation after the occurrence of abnormal rainfall.

**PS 18 CONSTRUCTION IN CONFINED AREAS**

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant. However, the Contractor shall note that measurement and payment will be only in accordance with the specified cross-sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

**PS 19 DENSITY TESTS & CONCRETE CUBES**

The Contractor shall carry out his own density tests on each compacted layer and these tests shall be submitted to the Employer's Agent for scrutiny and approval before commencing with the construction of the following item and/or stage. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the full-time instatement of the required testing equipment and for the cost of all required testing procedures to be carried out on site for the duration of the works.

The Contractor also needs to do his own concrete cube tests, which is to be handed to the Employer's Agent for scrutiny and approval. The Employer's Agent may order that further, control tests are to be taken.

The Employer's Agent may order that control tests be taken by his own or another independent laboratory. A provisional sum is provided in the Bills of Quantities to allow for the cost of control tests.

The sum allowed shall, however, be under the control of the Employer's Agents and payment shall only be made to the Contractor on receipt of proof of expenses incurred by the contractor for the tests, i.e. payments to be made to an independent laboratory.

Should these control tests indicate failure to obtain the required standards, the cost of the tests shall be for the Contractor's account. The required Cube tests and Density tests carried out by the Contractor in the normal course of his work shall not be covered by this sum and shall be carried out at his own expense. The tendered rates in the Bills of Quantities shall be deemed full compensation for the testing of materials.

The Contractor shall provide a dedicated nuclear density gauge (Troxler) with calibration certificate and a dedicated test apparatus for air testing including air tight plugs for all pipe sizes required. The tendered rates in the Bills of Quantities shall be deemed full compensation for the provision of equipment.

**PS 20 AIR TESTING**

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The Contractor shall carry out acceptance tests under the supervision of the Employer's Agent on sections of the pipelines. The Contractor must supply all the necessary equipment (including apparatus for air testing including 160mm dia. plugs) to execute the testing of the pipeline, joints, connections and fittings on site. Full payment for installation of pipelines will only be processed after completion of acceptance tests according to the specified methods as stipulated in the relevant Standard Specifications (SANS1200). Eighty percent (80%) will be certified and paid for pipeline laid, that has not yet passed the required acceptance tests as prescribed by the Employer's Agent.

**PS 21 COMMUNITY LIAISON OFFICER (CLO)**

The CLO official shall be identified by the Employer to act as a liaison person between the Contractor and the persons to be employed. The liaison officer must be appointed by the Contractor through a process of appointment and the job description is available from the Employer or the Employers Agent which must be communicated with him after appointment. The CLO's salary will be paid by the Contractor and a Provisional Sum has been allowed for this purpose under the Preliminary & General Items.

The duties of the CLO will be as stipulated in the contract included in this document (Part C1.5 Contract of Temporary Employment as Community Liaison Officer)

**PS 22 PAYMENT LABOUR INTENSIVE ACTIVITIES**

**PS 22.1 PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS**

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

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

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

**PS 22.2 LINKAGE OF PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA**

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

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

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

**PS 23 EXCAVATIONS OF TRENCHES**

The following rules must apply for the excavation of trenches:

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- The maximum allowable open trench length is 100m and provision must be made by the Contractor for the safe enclosure of open trenches according to the relevant regulations for the full duration of the contract.
- The trenches must be excavated according to the constant depth principle to maintain a cover over the pipe of at least 850mm irrespective of the pipe diameter.
- Bedding will be aligned to form smooth transitions of levels from point to point to avoid local high points on any pipe line.
- No open excavations will be allowed over weekends, non-working days or public holidays and must be temporarily backfilled before such event if the work is not completed. Under no circumstances shall the Contractor be entitled to any additional payment in this regard.

**PS 24 CLASSES OF EXCAVATION**

Estimated quantities of expected hard rock excavations are provided in the Schedule of Quantities and materials shall only be classified as either soft excavation or hard rock material for the purpose of this contract and shall be classified as such by the Employer's Agent on site.

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

- i) **Hard rock excavation**  
Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting.
- ii) **Intermediate excavation**  
No provision shall be made for the classification of Intermediate material for the purpose of this contract.
- iii) **Soft excavation**  
Soft excavation shall be all material not falling into the category of hard rock excavation.

**PS 25 MANHOLES AND CHAMBERS**

The rates for both chambers and manholes shall be measured as a unit and shall cover the cost of all items excluding pipe work. Included would be excavation, concrete work, brickwork and/or precast concrete slabs with manhole cover and frame.

**PS 26 QUALITY CONTROL BY THE EMPLOYER'S AGENT**

The Contractor is solely responsible for obtaining "Happy Letters" from stand owners for all properties that is part of the scope of works in order to justify a Certificate of Completion of the Works. Inspection Sheets shall be completed and signed off by both the Contractor's Representative and the Employer's Agent Representative for each completed section of the works. Requests for inspections to be submitted timeously (at least 24 hours) prior to tests/inspections and filed for quality control purposes.

**PS 27 HEALTH AND SAFETY PLAN**

The contractor, his/her management and/or any of his/her personnel must comply to all the regulations as shown in the Occupational Health and Safety law 85 of 1993 before any access to the site may be granted by the Employer or the Employer's agent. These regulations must be submitted in writing to the DAWID KRUIPER LOCAL MUNICIPALITY.

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer or the Employer's agent and which will be kept and maintained on site by the Contractor for the full duration of the works.

The health and safety plan shall include, but not be limited to, the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include, but not be limited to:
  - Public vehicular and pedestrian traffic accommodation measures;
  - Control of the movement of construction vehicles;
  - The storage and use of materials;

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- The use of tools, vehicles and plant;
- Temporary support structures;
- Dealing with working at height;
- Environmental conditions and safety requirements in working hazardous materials including asbestos cement products;
- Security, access, control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with way-leaves, permissions and permits;
- Safety equipment, devices and protective clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan during execution of the works.

**PS 28 ENVIRONMENTAL REQUIREMENTS**

Removal of solid waste from campsites to a licensed municipal solid waste site should be conducted for the duration of the contract.

Sufficient temporary sanitation facilities (including the maintenance thereof) of a type approved by the Employer's Agent should be made available at the workplace as well as on the static sites for the duration of the contract.

The Contractor shall at all times comply with the requirements as laid down by the Department of Environmental Affairs and Development Planning and any amending legislation.

**PS 29 ACCESS TO PROPERTIES**

The contractor shall organize the work to cause the least possible inconvenience to the residents. This contract takes place within existing residential areas.

The Contractor is expected to take photo records of all existing fences and other infrastructure or property in the vicinity of the works. The tenderer will be responsible for the maintenance and immediate repair of any damage that occur as well as for the actions of his personnel who occupy this site if photo records cannot be presented to proof that the damage was not as a result of construction activities or due to the act of the Contractor or his employees.

**PS 30 SUBCONTRACTORS (NOMINATED OR APPROVED)**

The Contractor shall be responsible for work carried out by both nominated and approved sub-contractors on his behalf.

The Employer's Agent will not liaise directly with such sub-contractors. Problems related to payments, programming, workmanship, etc., shall be the concern of the Contractor and the sub-contractor, and the Employer's Agent will not become involved.

**PS 31 STANDING TIME**

Standing time will only be considered when work is suspended by the written order of the Employer's Agent. The Contractor shall not be entitled to recover any standing costs unless he provides full details in writing to the Employer's Agent within 48 hours of the Employer's Agents order. Standing time will not be considered when work is suspended as a result of default on the part of the Contractor.

**PS 32 SITE MEETINGS**

The Employer's Agent shall hold monthly site meetings and keep and circulate minutes of these proceedings. The Contractor (Site Agent and/or Contracts Manager **(ONLY)**) will attend and will ensure that all sub-contractors are represented. Sub-contractors will not be allowed to attend the monthly site meetings.

**PS 33 RESTRICTED AREAS**

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The contractor and his workers shall remain within the area of the construction site.

**PS 34 INTERFACING WITH OTHER CONTRACTORS / SUBCONTRACTORS**

In the event that other contractors or subcontractors is operating on the Site a spirit of good co-operation is expected from the Contractor.

**PS 35 MINIMUM NUISANCES TO PERSONS FROM THE SURROUNDING AREA**

The Contractor is to ensure that he causes an absolute minimum nuisance to persons from the surrounding area by complying strictly with the following:

- Work to be executed only between the hours of 07h00 and 17h00.
- The works to be continuously and adequately watered as a means of dust suppression if required by the Employer's Agent.
- The contractor must arrange his works in such a manner as to safely accommodate road traffic under all working conditions.

**PS 36 BORROW PITS**

No borrow pits or sand quarries have been specifically allocated for this contract.

Tenderers are to take note that the **commercial** exploitation of quarries/dry river beds requires a mining license from the Department of Minerals and Energy Affairs.

The provision of a suitable supply of layer works and bedding material is entirely the Tenderers responsibility and he must make all necessary arrangements in this regard. All costs in relation to the supply of such materials must be included in his rates entered into the Bill of Quantities. No additional payments in this regard will be made over and above that measured.

**PS 37 SPOIL MATERIAL**

No indiscriminate spoiling of material is permitted. The Contractor shall make arrangements with the Employer for sites suitable for spoiling surplus or unsuitable materials.

Spoiling shall comply with the applicable statutory and regional regulations.

**PS 38 DRAWINGS**

All information in the possession of the Contractor that is required by the Employer's Agent to complete the as-built drawings must be submitted to the Employer's Agent before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so ordered by the Employer's Agent. The Employer's Agent will provide the dimensions that may have been omitted from the drawings.

**PS 39 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS**

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract to safeguard the works, municipal operational staff, other contractors and the public. Notices, signs and barricades as well as advertisements may be used only if approved by the Employer's Agent. 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 has 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 anyway prove to be unsatisfactory, inconvenient or dangerous to the parties mentioned.

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

**PS 40 TRANSPORT OF MATERIAL**

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All costs for transporting materials shall be included in the applicable tendered rates. Overhaul is not applicable on this contract.

**PS 41 WORKMANSHIP AND QUALITY CONTROL**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at its own expense, institute a quality-control system and provide suitably qualified and experienced foremen, surveyors, technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications. Read together in conjunction with PS 44.

**PS 42 EXCAVATIONS IN EXISTING ROAD RESERVES**

The Contractor shall obtain the necessary way leaves and approvals from the relevant authority / departments and from ESKOM and Telkom SA Ltd before any excavations are undertaken within any existing road reserves or servitudes on the property. The contractor shall make his own arrangements with the road's authorities and or the local authority regarding approval to cross or close roads for pipe laying and reconstruction of roads.

**PS 43 ROAD PAVING BRICKS & KERBS**

**PS 43.1 APPLICABLE STANDARDS**

Standards (excluding relevant SANS 1200 and as stated elsewhere in this specification) also applicable to segmented paving in conjunction with sans 1200 MJ-1984.

Reference is made to the applicable issues (see Sub-clause 2.2 of SANS 1200 A or SANS 1200 AA, as applicable) of the following standards:

SANS 927 Kerbs and Channels  
SANS 1058 Concrete Paving Blocks

**PS 43.2 TESTS**

All acceptance tests and sampling of test materials shall be carried out in the presence of the Employer's Agent or the Employer's Agent's Representative.

Required tests shall be conducted in accordance with SABS 1200, SANS 1058 and SANS 927. The supplier must produce the relevant quality control certification to the satisfaction of the Engineer. Alternatively, the contractor will bear the cost of randomised testing of materials on site to ensure the standards are met as prescribed.

**PS 44 QUALITY CONTROL AND TESTING OF THE WORKS**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and of the Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Employer's Agents, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the quality of the Works at all stages of the Contract.

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The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Employer's Agent for examination, the Contractor shall furnish the Employer's Agent with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications. The Employer's Agent will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

Prior to any examination, by the Employer's Agent, of work completed, the Contractor will supply the Employer's Agent with an approved (by the Employer's Agent) check sheet showing that all the required steps have been correctly completed, signed off by competent staff, and signed off by the Site Agent.

The approval of any section of the works by the Employer's Agent does not release the Contractor of his obligation to take full responsibility for the provision of any portion of the works to comply fully with all the requirements of the Specifications and the Drawings applicable to this Contract.

Any approval by the Employer's Agent of any material, any plant and its operation, any construction procedure, or any section of the finished work, does not imply any relaxation of the requirements governing the quality of the materials or of the finished work, or relieve the Contractor of his obligations and responsibilities under the Contract. (refer to clause 2.6 of the SANS 1200 A Specification)

All test required to be done in a laboratory must be conducted by an independent SANAS approved laboratory. All test results must be submitted directly to the Employer's Agent by the said laboratory. The cost of all the testing of materials and workmanship are included in the relevant billed items as per SANS 1200 and these results are thus the property of the Client.

#### **Testing Principles**

Every completed layer or section of the Works shall be subject to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his Works, the Employer's Agent will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Employer's Agent with the results of his check testing indicating that the work is to specification.

Failure by the Contractor to notify the Employer's Agent or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

The Employer's Agent will be under no obligation to the Contractor to perform the tests. If the Employer's Agent elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this clause will relieve the Contractor of his responsibilities under the specification or in any way limit the tests, which the Employer's Agent may call for or perform in terms of the specification.

Acceptance testing shall be done by a laboratory approved by the Employer's Agent. The Employer's Agent requires twenty-four hours' notice from the Contractor in order to perform the relevant acceptance test. All acceptance testing by the Employer's Agent shall be paid by the Contractor.

A Provisional Sum has been provided in Schedule A, Section 1 of the Bills of Quantities to allow for the cost of such testing. The Contractor shall make due allowances for testing procedures in his construction programme.

#### **PS 45 SITE USAGE**

Trenches may not be left open during the builder's holidays and fenced off and made safe in full compliance with the OHS Act on any non-working days, and shall be safeguarded at all times from

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danger to the public and workforce. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths.

**PS 46 DAILY RECORDS**

The Contractor's Site Agent and the Employer's Agent's Representative must keep daily records of resources (people and equipment employed) and daily site diaries to record work performed on the Site.

The Contractor must provide (on a daily basis) a copy signed by BOTH the Site Agent and Employer's Agent's Representative of the previous day's resources record and site diary inscription to the Employer's Agent's Representative. The notes captured by both parties must be similar, if not issues must be discussed and resolved.

**PS 47 SUPPORTING DOCUMENTS**

The Contractor shall produce all invoices, vouchers and receipts in respect of payments made by him in connection with provisional or prime cost items when he requires payment for these items.

**PS 48 RECORDING OF WEATHER**

The Contractor shall provide a rain gauge and two maximum / minimum thermometers. He shall erect them according to the requirements of the weather bureau. The Contractor shall keep a record of the daily rainfall and maximum / minimum temperatures and supply the data to the Employer's Agent on a daily basis.

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds, extremes of temperature and any consequential delays as a result thereof.

However abnormal climatic conditions shall be deemed to exist, in the event that delays occur on the critical path of the Programme due to the above causes exceeding the number of allowed working days as given in the Contract Specific Data. Thus, an extension of time shall be granted for each day or half-day delay in excess of the defined normal conditions.

Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Employer's Agent, and the Contractor shall at his own expense, take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorised persons.

**PS 49 BARRICADES AND LIGHTING**

With regard to watching, barricading and lighting the Site, the Contractor is fully responsible for the safety of the Site and shall comply fully with the provisions of the relevant Acts.

Provision shall be made for the safety of the public and the Contractor's employees. The onus is solely on the Contractor to provide adequate watching, barricading and lighting at excavations by day and by night in, accordance with the relevant Acts and Specifications. No claims in this regard will be considered by the Employer.

**PS 50 PROTECTION OF THE PUBLIC**

The Contractor must erect signage and hoarding to ensure the safety of the public / operation staff, in addition to providing safe access to operational facilities at all times all in compliance with the OHS Act.

**PS 51 COMMUNITY PARTICIPATION****1. Purpose**

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision-making process throughout the life of a

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project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

## 2. Structure and Composition

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

## 3. Procedures

3.1 The PLC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

3.2 The PLC shall make recommendations by consensus. If consensus can not be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

## 4. Tasks of the PLC

- 4.1 To assist with community liaison and resolution of disputes.
- 4.2 To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- 4.3 To advise on and monitor labour issues.
- 4.4 To assist in resolving labour disputes.

## 5. Assistance to the PLC

5.1 The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

### PS 52 LABOUR INTENSIVE ACTIVITIES (EPWP)

The normal rules and regulations in terms of the Labour Act must be adhered to. Minimum wages for the region must be paid in envelopes to the labourers and formal Labour-contract documentation must be in place during the construction period.

The appointment of Local Labour shall adhere as far as possible to the requirements stipulated by the Departmental WSIG Project Requirements for the full duration of the works.

The contractor shall be responsible to submit together with his monthly performance claims a complete detailed record of all labour on site to the Engineer for the processing of monthly payment certificates and failure to do so will result in a breach of contractual compliance and nor the Employer nor his agent will be held liable for late payments to the Contractor.

***The following activities must be executed with local labour:***

- i. Site Clearance***
- ii. Sand bedding for paving***
- iii. Installation of brick pavers on roads***
- iv. Construction of bed material and sand layer on sidewalks***
- v. Installation of brick pavers on sidewalks***
- vi. Installation of pre-cast kerbs***
- vii. Trimming of unpaved shoulders***

### PS 52.1 PERSONAL & OTHER PROTECTIVE EQUIPMENT (Sections 8/15/23 or the OHS Act)

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The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any Hantam Municipality projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

#### **PS 52.1.1 MEASUREMENT AND PAYMENT**

Add the following:

ITEM	UNIT	
1.11.5	Extra over item 1.11.4 for branding of EPWP PPE .....	Sum

Measurement shall be as specified for pay item 1.11.4 of the standard specifications.

THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.

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**PS 52.2 PRO FORMA EPWP CONTRACT OF EMPLOYMENT***EXPANDED PUBLIC WORKS PROGRAMME***CONTRACT OF EMPLOYMENT BETWEEN****CONTRACTOR**

Name:.....  
 Address:.....  
 ID:.....

**AND****WORKER**

Name:.....  
 Details:.....  
 ID:.....

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

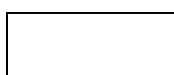
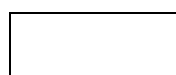
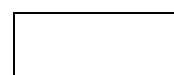
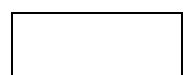
Signatures:

Signed on this ..... day of .....

Contractor: ..... Date: .....

Worker: ..... Date: .....

Witness: ..... Date: .....

**Contractor****Witness for Contractor****Employer****Witness for Employer**

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**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**



**PART B: Amendments to Standard and Specific Specifications**

The following variations and additions to the SABS 1200 Standardized Specifications referred to in Portion 1 apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following these prefixed respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200.

**SABS 1200A: GENERAL****PS A 1 SCOPE**

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

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

**PS A 2 INTERPRETATIONS****PS A 2.3 DEFINITIONS**

*IN THE OPENING PHRASE, INSERT THE WORDS: "the definitions given in the Conditions of Contract and" BETWEEN THE WORDS "specification" AND "the following".*

(a) General

*ADD THE FOLLOWING DEFINITIONS:*

"General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Special Conditions of Contract as applicable.

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

(c) Measurement and payment

*REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge" AND "Value-related charge" WITH THE FOLLOWING:*

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

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

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

*Add the following new sub-clause:*

**PS A 2.3.1 DELAY DUE TO SUPPLY OF MATERIALS AND ORDERING**

The Contractor shall ensure that the work is not delayed, due to the lack of materials on the site of the works, by placing orders with suppliers for the materials required under his contract as soon as possible after the acceptance of this tender.

The Contractor shall, by producing copies of written orders or written enquiries for supplies, prove to the satisfaction of the Employer's Agent that any delay occasioned by non-availability of materials has been caused by the inability of suppliers to supply and not by his own lack of timely ordering or lack of exhaustive enquiry for supplies, before any extensions of the contract time will be allowed due to such delays.

The quantities set out in the Schedule of Quantities have been clearly determined calculations

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based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Employer's Agent whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Employer's Agent.

**PS A 2.4 ABBREVIATIONS**

(a) Abbreviations relating to standard documents

*ADD THE FOLLOWING ABBREVIATION:*

"CKS: SABS Co-coordinating Specification."

**PS A3 MATERIALS**

**PS A 3.1 QUALITY OF MATERIALS**

Add the following:

All materials are to be the best of their respective kinds, new, undamaged, sound and free from defects and shall comply with the relevant clauses of the Specification.

All references to Standard Specifications are to be the latest amendment to such specifications.

Materials bearing the SABS or BS mark will not be subjected to tests to determine whether they comply with the relevant specifications. The Employer's Agent may in his discretion require any material not bearing such mark to be tested in accordance with the relevant specifications; should he do so the Contractor shall arrange for such tests to be carried out to the Contractor's cost by the South African Bureau of Standards or other approved body.

Whether or not the material bears the mark or is tested, any material found not to be in accordance with the specification shall be rejected and replaced by the Contractor at his own cost.

Tenderers may be required, at their own expense to submit samples of the material offered to the Employer's Agent for his approval and the material supplied under his contract shall be of a standard equal to that of the samples so submitted and approved. Samples will remain the property of the Tenderers, who shall remove them when called upon to do so by the Employer's Agent.

**PS A 3.1 QUALITY**

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

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark."

*ADD THE FOLLOWING SUB-CLAUSES TO SUBCLAUSE 3:*

**PS A 3.3 ORDERING OF MATERIALS**

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time of its compilation but are to be considered as approximate quantities only. Before ordering materials of any kind, the Contractor shall be solely responsible for determining, from the drawings issued or approved by the Employer's Agent for construction purposes, the actual quantities of materials required for the execution of the Works. No liability or responsibility whatsoever shall be attached to the Employer or the Employer's Agent in respect of materials ordered by the Contractor except when ordered in accordance with the drawings issued or approved by the Employer's Agent for construction purposes.

**PS A 4 PLANT**

**PS A 4.1 SILENCING OF PLANT**

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

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

The Contractor shall at all times and at its own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other Plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

**PS A 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES**

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

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

*DELETE "and first-aid services" IN THE SECOND PARAGRAPH OF SUBCLAUSE 4.2 AND ADD THE FOLLOWING:*

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

*Add the following new sub-clause:*

**PS A 4.3 CONSTRUCTION PLANT**

Construction plant, where the use thereof is permitted, shall be of a suitable type for carrying out the work for which it is required. Its capacity shall be sufficient to meet the requirements of the work within the contract time. It shall be kept at all times in full working order and repair.

**PS A5 CONSTRUCTION**

**PS A 5.1 SURVEY**

**PS A 5.1.1 Setting out of the Works**

The Contractor shall be responsible for the setting out of the works with reference to pegs and benchmarks. The Contractor shall arrange with a registered land surveyor to set out reference points and benchmarks at his own expense. The Contractor will survey the area after completion of the works and supply the data to the Employer's Agent. All costs for setting out and any surveys required as stated above will be assumed to be included in the rates.

**PS A 5.1.2 Preservation and Replacement of Survey Beacons and Pegs Subject to the Land Survey Act**

*DELETE THE WORDS: "in the vicinity of boundaries" IN THE SECOND SENTENCE OF SUBCLAUSE 5.1.2 AND REPLACE THE WORDS: "under the direction of" IN THE SAME SENTENCE WITH: "in consultation and liaison with".*

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

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

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

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

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

- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the Permanent Works ; and
- (b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Employer's Agent, were disturbed, damaged or destroyed by others beyond its control."

**PS A 5.2      Watching, Barricading, Electric Lighting and Traffic Crossing**

*Add the following to A 5.2:*

"The crossing of existing entrances to sites and streets must be done so that free access is ensured at all times.

The crossing of roads with services must be done in half-widths to ensure vehicular access at all times. Traffic control shall be done with Stop/Go sign control with the relevant road signs during daytime. The Contractor must use hazard lights to warn traffic at night. All excavations must be marked with reflective delineators, reflecting tape and warning signs to the satisfaction of the Employer's Agent.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Employer's Agent before construction commences.

The Contractor shall provide and maintain all temporary road signs, etc. that are necessary for the normal safe flow of traffic (vehicles and pedestrians."

**PS A 5.3      PROTECTION OF EXISTING STRUCTURES**

REPLACE: "Machinery and Occupational Safety Act, 1983, (Act No. 6 of 1983)" WITH: "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended," AND INSERT THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended".

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

Replace the heading and the contents of this sub-clause with the following:

**PS A 5.4      LOCATION AND PROTECTION OF EXISTING SERVICES**

**PS A 5.4.1      Location of existing services**

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

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Employer's Agent, obtain the most up-to-date plans as are available, showing the positions of services existing

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in the area where it intends to work. Neither the Employer nor the Employer's Agent offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of Site and the provision and utilization of suitable detecting and testing equipment.

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

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

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'Known Services' and their positions shall be indicated by the Contractor on a separate set of Drawings, a copy of which shall be furnished to the Employer's Agent without delay.

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

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

- (a) Known Services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated ; and
- (b) any other service which ought reasonably to have been a Known Service in accordance with the provisions of this clause ;
  - i) as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection ;
  - ii) Provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

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

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

#### **PS A 5.4.2 Protection during construction**

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

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

#### **PS A 5.4.3 Alterations and repairs to existing services**

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to

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existing services. When this is necessary, the Contractor shall inform the Employer's Agent, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When the Contractor damages existing services, he shall immediately inform the Employer's Agent or the relevant authority and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take the necessary steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

The Employer will accept no liability for damages due to a delay in having such alterations or repairs affected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services.

**PS A 5.6****Pollution**

The Contractor's attention is drawn specifically to dust disturbance, due to the fact that the works takes place in an existing residential area (See SD D 5.1.4.1).

**PS A 5.7****SAFETY**

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

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

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

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

Where any such investigations reveal, or where it comes to the Employer's Agent's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Employer's Agent shall, in accordance with the provisions of Clause 42 of the Conditions of Contract, be entitled to suspend progress on the Works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer's Agent, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the Works or any part thereof is suspended by the Employer's Agent in terms of this clause and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 46(1) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified Due Date for Completion in consequence of the suspension.

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Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Employer's Agent to act in terms of Sub-Clause 58(1)(b)(vi) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 58."

*Add the following new sub-clause:*

All work and particularly work carried out in the proximity of buildings, bridges, tanks or other structures shall be carried out in conformance with the regulations framed under the Occupational Health and Safety Act, 1993 and the Minerals Act, (Act 50 of 1991) (including shoring where necessary) to ensure the safety of structures that are risk.

The Contractor shall make available for the duration of the contract safety helmets, gumboots and any other necessary safety equipment for sole use by the Employer's Agent and his representative(s).

*Add the following new sub-clause:*

**PS A 5.9 SECURITY**

**PS A 5.9.1 Security of Contractor's Plant and Personnel**

The Contractor shall note that, notwithstanding any insurances which may be by the Employer, the Contractor shall be responsible for the effecting of safety and security of plant and personnel on and around the site of the works, and that no claims in this regard will be entertained by the Employer.

The sum entered by the Contractor in the Schedule of Quantities for effecting of safety and security of plant and personnel on and around the site of the works shall be deemed to include full compensation for all the necessary to affect the safety and security including, where necessary, the employment of the services of a security organization.

*ADD THE FOLLOWING SUB CLAUSES TO CLAUSE 5:*

**PS A 5.10 SITE MEETINGS**

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

**PS A 6 TOLERANCES**

*ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:*

**PS A 6.4 USE OF TOLERANCES**

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

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

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

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

**PS A 7 TESTING**

**PS A 7.1 PRINCIPLES**

**PS A 7.1.2 Standard of Finished Work Not to Specification**

*INSERT THE WORDS "or checks by an approved laboratory ..." AFTER THE WORDS "Where the Employer's Agent's checks ..." IN THE FIRST LINE OF SUBCLAUSE 7.1.2.*

**PS A 7.2 APPROVED LABORATORIES**

*REPLACE THE CONTENTS OF SUB-CLAUSE 7.2 WITH THE FOLLOWING:*

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

- (a) any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) any testing laboratory owned, managed or operated by the Employer or the Employer's Agent;
- (c) any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer's Agent.

**A 8: MEASUREMENT AND PAYMENT**

**PS A 8 MEASUREMENT AND PAYMENT**

**PS A 8.1 MEASUREMENT**

**PS A 8.1.1 Method of Measurement, All Sections of the Schedule**

*DELETE THE WORDS: "and South West Africa".*

**PS A 8.1.2 Preliminary and General Item or Section**

**PS A 8.1.2.1 Contents**

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

"Separate items will be scheduled to cover the Fixed, Value-related and Time-related components of the Contractor's Preliminary and General costs."

*AND REPLACE THE WORDS "substantial completion" IN SUBCLAUSE 8.1.2.1(c) WITH "Certificate of Completion".*

**PS A 8.1.2.2 Tendered sums**

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

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

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

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- head-office and site overheads and supervision; and
- profit and financing costs; and
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work; and
- providing such facilities on Site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and for the cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition.
- providing the facilities for the Employer's Agent and his staff as specified in the Contract and their removal from the Site on completion of the Contract."
- providing security for Contractor's Plant and Personnel
- compliance with Occupational Health and Safety

**PS A 8.2 PAYMENT**

**PS A 8.2.1 Fixed-Charge and Value-Related Items**

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

**PS A 8.2.1.1 Fixed Charge Items**

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

- (a) EIGHTY PERCENT (80%) of the sum tendered will be paid when the facilities have been provided and approved; and
- (b) The remaining TWENTY PERCENT (20%) will be paid when the Works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Employer's Agent.

*No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the Works finally executed or the Time for Completion vary in any way from that specified in the Tender.*

**PS A 8.2.2 Time-related items**

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

Subject to the provisions of Sub clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months;

Provided always that the total of the monthly amounts so paid for the item is not out of proportion with the value of the progress of the Works as a whole.

**PS A 8.3.2.3: Access**

*Add the following to A 8.3.2.3:*

In addition to the above, the tendered rates for A 8.3.2.2 (i) must also include all costs including materials for the building, gravelling and maintenance of access roads to the works, borrow pits and spoil sites, as well as the breaking up and, the removing or clearing and tidying up of such roads on completion of the works, in addition to keeping all spoil routes clean throughout the contract."

**PS A 8.7: Day work**

*Add the following:*

"Day work will be paid according to the percentage allowance method for items not included in a Schedule of Day work rates. In this case, for calculating the total remuneration the General Conditions of Contract for the Construction of Civil Employer's Agenting Work, Third Edition (2015) shall apply, with the amendments as in the appropriate special conditions of contract, which are bound into this document. A day work schedule will be provided for filling in the necessary information. A working day will consist of 9.25 hours per day only."

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*Add the following sub-clause to A 8.7:*

**PS A 8.7.1: Standing time cost**

- |    |   |                   |
|----|---|-------------------|
| a) | Equipment                                       | Unit: working day |
| b) | Labour  | Unit: working day |
| c) | Other resources (to be specified by Contractor) | Unit: working day |

The tendered sum for each item shall include full compensation for all standing time costs of the specified resource of whatever nature and approved by the Employer's Agent, which are not recoverable by way of the provision made in SD A 8.2.5 for the adjusted payment of time-related items.

For purpose of calculating the total standing time cost, a working week shall be held to consist of five working days and a working day of 9.25 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for part of a day, will be made pro-rata in proportion to an appropriate factor assessed by the Employer's Agent.

The amounts by which the standing time costs are adjusted shall be subject to the contract price adjustment formula as defined in the conditions of contract.

The Contractor shall take note that this payment item shall only apply to delays, which in the opinion of the Employer's Agent, are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism or disorder outside the Contractor's control. This item shall also apply to standing time incurred as a result of labour boycotts, except that only sub-items (a) and (c), as applicable, will be paid where the Contractor did not pay his labour for the time of the boycott. Costs for delays incurred for all other circumstances shall be treated as provided for in the conditions of contract.

The provision of this clause shall in no way prejudice the right of either the Employer or the Contractor to determine the contract in terms of the provisions of clause 9.1 of the general conditions of contract.

The Contractor shall take note that no payment will be considered for additional cost or time lost for any daily removal of plant and equipment from the site, any additional costs incurred in protecting his plant and site establishment, or loss incurred in protecting his equipment and site establishment, or loss incurred in respect of damage to construction plant, equipment and materials supplied and the works.

In the event that Clause 5.13 of the General Conditions of Contract becomes applicable, the time on which such penalties are calculated shall be reduced by the total standing time approved by the Employer's Agent.

**PS A 8.8.2: Accommodation of traffic**

**Unit: Sum**

*Add the following to A 8.8.2:*

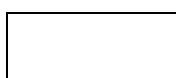
"Separate items are measured for traffic accommodation for the various activities for which it will be required. These are as listed later in this clause.

For all of these items the tendered rate covers all costs in respect of supplying, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights and flagmen that are required for the protection and safe-guarding of the works (all as per the S.A. Road Traffic Signs Manual Vol.2 Chapter 13), for making the necessary traffic arrangements and arrangements with regards to the regulations in respect of moving and/or the re-erection of existing road signs, as well as other costs that may arise during construction in respect of the traffic. No old-style signs shall be permitted."

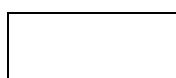
**PS A 8.8.5 Cost of survey-beacons, benchmarks, boundary pegs: locate, protect and re-establish**

**Unit: Sum**

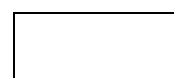
*Replace A 8.8.5 with the following:*



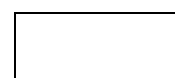
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"The amount covers all cost in respect of labour, materials and equipment needed for the finding, noting and compilation of a list and protecting of pegs, all of which are described in Clause 5.1.2 of SABS 1200 A."

**PS A 8.9 Implementation and Adherence to the Occupational Health and Safety Act Unit: Sum**

The tendered sum for each item shall include full compensation to cover all requirements as specified in the Health and Safety Specifications – **Annexure A in Part C3.3**

**PS A 8.10 Free haul and Overhaul**

Notwithstanding any clauses in any of the standardised specification dealing with the definition or payment of transport, free haul and/or overhaul, all haulage will be considered to be free haul and the cost thereof to be covered by other rates in the Schedule, unless specifically scheduled or provided for in the document.

**AB: EMPLOYER'S AGENTS OFFICE (SANS 1200AB)**

**AB 3: MATERIALS**

**PS AB 3.1: Name boards**

The Contractor shall supply and erect, to the satisfaction of the Employer's Agent, one name board as shown on drawing no.: **32993.01-002-01-1 and 32993.01-002-02-1.**

**AB 5: CONSTRUCTION**

**PS AB 5.1: Name boards**

*Add the following to AB 5.1:*

The Contractor will not be permitted to erect his own name boards.

**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 Employer's Agent whenever needed:

- 1) Automatic level with tripod and staff.
- 2) 3 No ranging rods.
- 3) All steel and wood pegs, concrete, hammers, picks, etc. that the Employer's Agent may require.
- 4) Steel tape of 50m length.
- 5) Measuring wheel.
- 6) Protective Clothing

The Contractor shall provide proof, at the start of the contract, that an acceptable institution has recently serviced the tachometer and level.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Employer's Agent 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.

**C: SITE CLEARANCE**

**PS C 3: MATERIAL**

**PS C 3.1: Disposal of material**

*Substitute the first sentence of C 3.1 with the following:*

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"Material obtained from clearing and grubbing, demolition of concrete structures and brickwork, dismantling of pipes and removal of any items shall be disposed of off-site at a spoil site to be identified and procured by the Contractor. Materials qualifying for disposal on site will be spoiled where indicated by the Employer's Agent. All transport costs shall be included in the rates tendered for site clearance."

**PS C 5: CONSTRUCTION**

**PS C 5.1: Areas to be cleared and grubbed**

*Substitute the first sentence of C 5.1 with the following:*

Only areas as directed by the Employer's Agent shall be cleared and grubbed where necessary. The Contractor may proceed with clearing and grubbing after handing over of the site only in areas as approved by the Employer's Agent. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Employer's Agent.

*Substitute the last paragraph with the following:*

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

**PS C 5.2.3.2: Individual trees**

*Add the following to C 5.2.3.2:*

Trees outside pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Employer's Agent.

A penalty of R150-00 per tree for tree damages and/or removed shall be charged.

**PS C 5.3: Clearing**

*Add the following to C 5.3:*

Damages that occur to the removed fence shall be at the Contractor's expense and no additional payment shall be made in this regard.

**PS C 5.6: Conservation of topsoil**

*Add the following sentence to C 5.6:*

All topsoil, if any, removed to a nominal depth of 150mm shall be preserved for re-use and erosion thereof shall be prevented. Measurement and payment shall be in accordance to C 8.2.10.

**C 8: MEASUREMENT AND PAYMENT**

**C 8.2: SCHEDULED ITEMS**

*Add the following payment items:*

**PS C 8.2.1 Clear and Grubb in: Unit: m<sup>2</sup> or m**

The clearing operation will be decided into the following sections as listed below:

- (a) Site
- (b) Pipe servitudes (3m wide)

**PS C 8.2.11 Remove from site and dispose of rubble Unit: m<sup>3</sup>**

The rate shall cover the cost of dismantling, demolishing of all structures and foundations, the additional costs for precautions required during the demolition and loading operations, all excavations and backfilling as required and the cost of loading, transporting and dumping of the material at a dump site to be identified by the contractor.

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**DB: EARTHWORKS (PIPE TRENCHES)****PS DB 3.1: Classes of excavation**

*Add the following to DB 3.1:*

For the purposes of measurement and payment in this contract, all material in any excavations for any purpose including restricted excavation will be classified as follow:

**a) Hard Rock Excavation**

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic meters in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting.

**b) Soft Excavation**

Soft excavation shall be all material not falling into the category of hard rock excavation. Intermediate excavation will also be considered as soft excavation.

**PS DB 3.5: Backfill Materials**

*Add the following to DB 3.5:*

"Rocks and rubble removed from the trench exceeding 150mm in diameter will be deemed unsuitable for backfilling above the bedding (cradle and blanket) and should be separated and removed to spoil."

**DB 3.6: Materials for reinstatement of roads and paved areas****PS DB 3.6.1: Sub base and Base**

*Substitute DB 3.6.1 with the following:*

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or sub base pavement layer(s) shall be set aside and used in the reconstruction of the sub base layer. Where applicable, new material complying with the requirements of SABS 1200 MF, shall be used for the reconstruction of the base layer. Any shortfall in material for the reconstruction of the sub base layer shall be made up by the use of material complying with the requirements of SABS ME.

**PS DB 3.7 SELECTION**

Add the following:

"Where suitable backfilling material is available in layers of 150mm or more, it will be separated during excavation and utilized for backfilling. Should this material not be utilized, an estimation of the available quantity will be made and deducted from the material which was imported."

**DB 4: PLANT****PS DB 4.1: Excavation equipment**

*Add the following to DB 4.1:*

All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**DB 5: CONSTRUCTION****DB 5.1: Precautions****PS DB 5.1.2: Storm water, seepage and dewatering of excavations**

The Employer's Agent may instruct the Contractor to place a layer of crushed stone bedding (150 mm minimum thickness or as specified) on the bed of the trench. If the conditions remain unstable due to the condition of the material and degree of saturation, the Employer's Agent may instruct the Contractor to place a geotextile membrane underneath the layer of crushed stone.

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After placement of the stone bedding, geotextiles must be folded over with a minimum overlap of 300mm to form a closed subsoil drain. The crushed stone bedding and geotextile will only be measured when instructed in writing by the Employer's Agent.

**PS DB 5.2: Minimum base widths specified**

*Substitute paragraph (b) of DB 5.2 with the following:*

The minimum base width for all pipes with a diameter less than 125mm shall be 600mm plus the outside diameter of the pipes, irrespective of the depth at which they are laid, except for subsurface drains where the width shall be 400mm and for house water connections where the width shall be 300mm.

Bedding is required for all pipes to be installed, except for subsurface drains.

**PS DB 5.3: Existing Services**

The Contractor shall bear the full cost of the repairs to any existing services damaged because of the Contractor.

**PS DB 5.4: Excavation**

*Add the following to DB 5.4:*

Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a way as to ensure the least possible disruption to the public and entrances to properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**PS DB 5.5: Trench bottom**

*Substitute "90%" in the second paragraph of DB 5.5 with "93% (100% for sand)".*

**DB 5.6: Backfilling**

**PS DB 5.6.2: Material for backfilling**

Substitute "from trench excavations" in the first paragraph of DB 5.6.2 with "from trench excavations or other excavations on the site of works."

*Add the following:*

All trenches underlying or adjacent to streets shall be backfilled with sand compacted to 100% of the modified AASHTO density, to the bottom of the sub base.

**PS DB 5.6.3: Disposal of Soft Excavation Material**

*Add the following to DB 5.6.3:*

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site and levelled off.

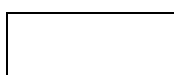
**PSDB5.6.4 Disposal of Hard Rock**

*Add the following:*

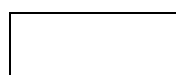
It is the responsibility of the Contractor level dumped material and to do the next dumping on top of the levelled dumped material. The Contractor will not be allowed to dump waste material on the horizontal surface.

**DB 5.7: Compaction**

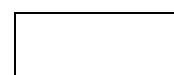
**PS DB 5.7.2: Areas subject to traffic loads**



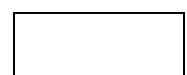
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*Add the following to DB 5.7.2:*

All pipe trenches that fall in the street reserves will be regarded as areas subject to traffic loads. Sand backfilling shall be compacted to 100% of the modified AASHTO density.

**DB 8: MEASUREMENT AND PAYMENT**

**PS DB 8.1: Basic principles**

*Delete "along the route of the pipeline" in DB 8.1.1.*

**PS DB 8.1.2(b):** *Replace the depth increments of 1m with 0.5m for excavation, where applicable.*

**DB 8.2: Computation of quantities**

**PS DB 8.2.4: Shoring**

*Add the following to DB 8.2.4:*

No payment will be made in respect of this and all costs will be deemed as covered by the rate for excavation.

**DB 8.3: Scheduled items**

**PS DB 8.3.2: Excavation**

**PS DB 8.3.2(a): Trench excavate in materials, backfill, compacting and removal of surplus material for pipes** **Unit: m**

*Add the following to DB 8.3.2 (a):*

The depth of excavation in street reserves shall be measured from the final finished level of the road reserve profile to the invert level of the pipe.

The rates for trench excavation must also include any actions needed to deal with any water in the excavations, as well as loading and transportation of material to a spoil site, spoiling and compacting the material to 90% (100% for sand) of Mod AASHTO at a spoil site as described in SD D 5.2.2.3. The backfill material must be compacted to 93% Mod AASHTO (100% for sand) in all backfilling of trenches.

The rate for excavation for subsurface drains shall cover the costs of excavation and spoil of surplus material and the supply of suitable free draining sand to be placed directly above the geotextile up to 200 mm below the final surface levels.

The rate shall also provide for the fact that the excavation width in sand will be wider than normal.

The rates are to allow for excavation in the classes of material as referred to in SD D 3.1.2 as well as excavation and disposal of unsuitable material from the trench bottom. There will be no extra-over payment in terms of intermediate or boulder excavation, but only for hard-rock (blasting) excavation.

**PS DB 8.3.2(d): Excavation by hand to expose existing services** **Unit: m<sup>3</sup>**

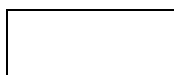
The provisions of sub-clause SD D 8.3.8.1 (c) shall apply mutatis mutandis.

**DB 8.3.3: Excavation Ancillaries**

**PS DB 8.3.3.3: Compaction in road reserves**

*Add the following to DB 8.3.3.3:*

This item is only applicable to the backfill above the bedding and fill blanket. The volume measured for payment under this item will be determined from the final finished level. No payment will be made where sand, compacted to 100% of Mod AASHTO is used for backfill. All type A3 sands will qualify as sand. This item is only payable if the compaction effort requirement



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is greater than that specified in SD DB 8.3.2. This item is applicable only to the pipe trenches that cross the roads.

**PS DB 8.3.3.4: Overhaul****Unit: m<sup>3</sup> or m<sup>3</sup>km**

No overhaul will be measured or paid and all haulage will be regarded as free haul.

**DB 8.3.5: Existing services that intersect or adjoin a pipe trench****PS DB 8.3.5(a): Services that intersect a trench****Unit: No**

*Add the following to DB 8.3.5 (a):*

Existing services with a depth of covering exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the cost of the following:

- i) Sufficient photos of existing services being taken and handed over to the Employer's Agent before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services.
- ii) Reinstatement of existing services damaged by the Contractor.
- iii) Reinstallation of services which were removed by the Contractor.

**PS DB 8.3.5(b): Services that adjoin a trench****Unit: No or m**

*Add the following to DB 8.3.5 (b):*

The unit "number" will only be used for services such as poles and trees.

The cost for shoring shall be deemed as covered by the listed items and no additional payment for this will be made.

No payment will be made for overhead services except where allowance is made for this in the Bill of Quantities.

Existing services that rest directly on the ground e.g. poles, trees, walls and structures are handled in the same way as underground services, but the axis of the services will be determined as follows:

The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and the natural ground level intersect.

The horizontal axis will be at the point where the structure and the natural ground level intersect. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

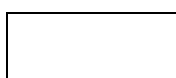
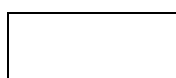
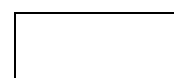
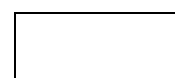
If the structure, according to the abovementioned does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service if approved by the Employer's Agent.

If there is more than one service adjoining the same trench and such a service is on the same side of the trench, payment will only be made for the nearest service to the trench, or if they are the same distance from the trench for the top one. The maximum number of services that will therefore be paid for, is therefore one on each side.

**DB 8.3.6: Finishing****PS DB 8.3.6.1: Reinstatement of road surfaces complete with all courses****Unit: m<sup>2</sup>**

The layer works to be allowed for under this item are as follows below. The costs of the imported material to be used in terms of SD DB 3.6.1 and SD DB 5.9.4, and for surfacing to be included in this rate are:

For roads: 150 mm G4 base course

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150 mm G5 sub-base

For sidewalks: 100 mm G5 sub-base  
150 mm G7 upper selected

Should the layer works for reinstatement at certain locations be changed, on instruction by the Employer's Agent to suit the existing, the rate will be adjusted accordingly.

**PS DB 8.3.8: Handling of ground water in the trench**

The rates for excavation must include any costs for action needed to deal with water in the excavation.

Where instructed by the Employer's Agent, a layer of crushed stone will be put down to stabilize the trench bed. The volume will be calculated according to the length of the trench, the specified minimum width and prescribed thickness.

The tendered rate shall provide for all additional excavations, and the preparation of the trench bed to allow for the layer of stone, the removal of unsuitable material, the provision and placing of 150 mm layer of crushed stone for the prescribed width as well as any other action needed to stabilize the trench.

If the Employer's Agent instructs the use of geotextile, it will be measured per area.

The rate must include all costs for the provision and placing of material and losses for excavation that are bigger than prescribed.

- a) Provision and placing of crushed stone unit: m<sup>3</sup>
- b) Provision and placing of geotextile unit: m<sup>2</sup>

**PS DB 8.3.9: Finishing of cut and fill slopes**

**Unit: m<sup>2</sup>**

The area to be measured for payment is the side slopes from the base to the worked ground levels.

The tendered rate must cover the costs to finish the side slopes to the grades, levels, widths and heights (as indicated on the cross-section), compaction of the slopes to required densities and any other action required to finish the slopes to achieve a neat result to the satisfaction of the Employer's Agent.

**L: MEDIUM PRESSURE PIPELINES**

**L3: MATERIAL**

**PS L 3.1: General**

*Add the following to SD L 3.1:*

All brass fittings shall be SABS approved and manufactured from DZR brass. Compression fittings for HDPE pipes must be in accordance with the Particular Specifications.

The sewer pipelines shall be the uPVC type, class 34 with rubber joints (Z-joints) for all connector pipes. "No joints may be glued or welded; Proof of SANS certificates must be provided beforehand in which the quality of the pipes is confirmed. Quantities of different types and classes of pipe must be confirmed with the Employer's Agent before final quantities are ordered.

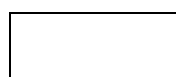
**PS L 3.3: C.I. pipes, fittings and specials**

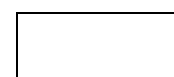
*In the second sentence:*

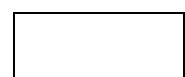
Change "AC pipes" to "uPVC pipes".

The working pressure for a special shall not be less than the highest working pressure in any adjacent pipe or fitting.

  
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All steel, cast iron and metal parts of pipes and fittings which are installed underground must be wrapped with "Denso inner and outer uPVC tape" or similar approved material which is approved by the Employer's Agent. All steel pipe pieces which are provided with screw-thread must be produced from stainless steel type 316 Grade.

All steel pipes and steel accessories shall be "hot dip galvanised" as by the standard SABS 763 specifications prescribed.

**PS L 3.4: Steel pipes, fittings and Specials**

**PS L 3.4.3: Pipes of nominal bore over 150 mm**

*Replace L 3.4.3 with the following:*

All pipes shall be manufactured from Stainless Steel S/S316. The pipes and specials are to be welded and manufactured according to the requirements of SABS 719 Grade B.

Hydraulics tests, according to SABS 719, shall be carried out on all pipes prior to dispatch from the manufacturer's workshops. The welding, protective painting, etc. shall be inspected and tested by the SABS or an approved independent inspection company. The test certificate shall be submitted to the Employer's Agent upon delivery of the pipes to the site.

**PS L 3.8.3: Flanges and Accessories**

Change "SABS 1123" to "the applicable table in SABS 1123" and delete the words "or BS 4504".

*Add the following:*

Flanges shall comply with SABS 1123 and have a minimum working pressure of 2 500 kPa, except where otherwise indicated. Holes shall be drilled to Table 16 SABS 1123.

Any item of pipe work or special or valve, of which the flanges are incorrectly drilled, will be rejected. The reaming of bolt-holes to oversized dimensions to enable a particular item to fit will not be allowed.

**PS L 3.8.4: Loose flanges**

*Add the following:*

"Bolts and nuts must be of electroplated steel type and must comply with the applicable requirements of SABS 135."

**PS L 3.9.5: Joints, Bolts, Nuts and Washers**

*Substitute L 3.9.5 with the following:*

All joints, bolts, nuts and washers shall be stainless steel.

**PS L 3.10: Valves**

*Add the following to L 3.10:*

**PS L 3.10.1: Isolating Valves**

*Add the following:*

"All isolating valves must comply with SANS 664, must be of the water network type and must be suitable for work pressure of 16 bar depending on where it is being used. Valves must close clockwise and the direction of open and closed must be indicated on the valve permanently. Valves must be of the non-rising spindle type and must be provided with a square head, suitable for the use of a turnkey. All valves shall be tested for tightness."

A turnkey must be provided for each valve or an area with an amount of ten valves which are installed underground. Valves which are placed above ground must be provided with a standard removable hand wheel.

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The tenderer must indicate in his tender which type of valves will be used and a copy of the specifications, in which will be indicated that the required pressure can be maintained must be submitted with the tender.

**PS L 3.10.3      *Non-return valve***

*Add the following:*

The "MaxiFlo" (Vent-O-Mat) type non-return valve or similar approved SANS valve with the required pressure ability to 16 bar where specified, must be installed with an isolation valve and the extra 25mm by-pass as specified.

**PS L 3.10.4      *Air valves***

*Add the following:*

Vent-O-Mat model 025-RPS-1611 air-outlet valves which comply to SANS 664 and are suitable for a work pressure of 16 Bar shall be installed on the uPVC parts of the pipeline. Products of similar quality can be suggested as alternatives. See relevant drawing.

**L 3.11:            *Manholes and surface boxes***

**PS L 3.11.6:      *Surface boxes***

*Add the following to L 3.11.6:*

The type of boxes shall be as specified on the drawings.

**L 4:                *PLANT***

**PS L 4.3:         *Testing***

*Add the following to L 4.3:*

The Contractor must ensure that the test equipment is in good order and that it is supplied with a calibration certificate upon request of the Employer's Agent. All costs for testing purposes must be included in the rate for the installation of the pipes.

**L 5:                *CONSTRUCTION***

**PS L 5.1.3:        *Add the following:***

Special attention must be provided for sealing of pipes if the wind blows and provision must be made to prevent the intrusion of groundwater into pipes.

**PS L 7:            *TESTING***

**PS L 7.3:         *Standard hydraulic pipe test***

**PS L 7.3.1:       *Test pressure and time of test***

*Add the following to L 7.3.1.1:*

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

*Substitute L 7.3.1.2 with the following:*

The test pressure for field testing shall be 1,25 times the rated maximum working pressure of the pipe.

*Substitute L 7.3.1.3 with the following:*

The test pressure applied according to L 7.3.1.2, must, with allowance for any level differences along the pipeline, be such that the pressure at any point in the pipe will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe.

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**PS L 8: MEASUREMENT AND PAYMENT****PS L 8.2.6: Special Connections**

*Add the following:*

All the costs relating to excavation, removal of parts, cutting into, jointing, labour and complete finishing, shall be taken as incorporated into the tendered prices where connection are taking place onto existing pipelines or fittings.

**PS L 8.2.11: Anchor/Thrust blocks and pedestals****Unit: No**

*Substitute L 8.2.11 with the following:*

Anchor and thrust blocks shall be measured per number and the tendered rate shall include for all excavation, formwork and reinforcement (where specified) for the required dimensions.

**LB: BEDDING (PIPES)****LB 3: MATERIALS****PS LB 3.1: Selected granular material**

*Substitute LB 3.1 with the following:*

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100% passing 13,2 mm sieve and not more than 5% passing a 0,075 mm sieve.

**PS LB 3.2: Selected fill material**

*Substitute LB 3.2 with the following:*

The requirements of SD LB 3.1 shall apply mutatis mutandis.

**PS LB 3.3: Bedding**

*Add the following to LB 3.3:*

Class C bedding, as applicable on none flexible pipes, is a requirement. Material for the fill blanket will only be imported, when there is not enough suitable gained from the excavated material. The selected fill blanket must cover the pipe with minimum of 200mm and not 300mm as required in the appropriate General Specifications.

**PS LB 3.4.1: Suitable material available from trench excavation**

*Replace the first sentence of LB 3.4.1 with:*

Irrespective the requirements of sub-clause 3.7 of SABS 1200 DB and sub-clause 3.4.1 of SABS 1200 LB regarding the use of selective methods of excavation, the Contractor must use selective methods of excavation and supply and use plant that will avoid burying or contaminating material that is suitable and required for bedding or covering the pipeline. Bedding material must first be sourced from the trench excavation by any means necessary before importation of material is allowed. The cost for selection of bedding materials shall be included in the tendered rates and no additional compensation will be allowed.

**PS LB 3.5: Bedding in waterlogged conditions**

In waterlogged conditions, a bedding cradle of the thickness as specified in writing by the Employer's Agent, comprising 13,2 mm single size stone complying with the requirements of SABS 1083 shall be used.

**LB 5: CONSTRUCTION****LB 5.1: General****Contractor****Witness for  
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**PS LB 5.1.4: Compacting**

*Substitute "90% of MAASHTO" in LB 5.1.4 with "93% of Mod.AASHTO (100% for sand)".*

**LB 8: MEASUREMENT AND PAYMENT****LB 8.1: Principles****PS LB 8.1.1: Supply of bedding materials measured separately**

*Add the following to LB 8.1.1:*

Payment for bedding material and selected fill material is only made if the selected trench excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

**PS LB 8.1.4: Separate items for cradle and blanket**

*Substitute LB 8.1.4 with the following:*

Although distinction may be made with regards to items for the bedding cradle and selected fill blanket, the material in both cases shall comply with the requirements for material for bedding cradle.

**PS LB 8.1.5: Disposal of displaced material**

*Add the following to LB 8.1.5:*

Excess displacement material must be disposed of at the dumping site as specified in clause SD D 5.2.2.3.

**PS GA: CONCRETE (SMALL WORKS)****PS GA 5: CONSTRUCTION****PS GA 5.2: FORMWORK****PS GA 5.2.1: Classification of Finishes**

*Add the following to GA 5.2.1:*

The following surface conditions are required on the finished concrete:

**a) Rough**

Concealed surfaces and surfaces lower than 100 mm below finished ground level.

**b) Smooth**

All surface finishes not classified as rough in paragraph a) shall be classified as smooth.

All exposed arises unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

**PS GA 8: MEASUREMENT AND PAYMENT****PS GA 8.1: MEASUREMENT AND RATES****PS GA 8.1.2: Reinforcement**

*Substitute GA 8.1.2 with the following:*

Reinforcement shall be measured and paid for by mass. Valuation of variations shall not be applicable.

No allowance shall be made for individual reinforcement bar sizes.

**PS GA 8.2: SCHEDULED FORMWORK ITEMS**

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<b>PS GA 8.2.3:</b>	<b>Narrow Widths</b>	<b>Unit : m</b>
	<i>Substitute GA 8.2.3 with the following:</i>	
	No payment shall be made for narrow widths.	
<b>PS GA 8.3:</b>	<b>SCHEDULED REINFORCEMENT ITEMS</b>	
<b>PS GA 8.3.2:</b>	<b>High-tensile Welded Mesh</b>	<b>Unit : kg</b>
	<i>Substitute GA 8.3.2 with the following:</i>	
	Welded mesh shall be measured and paid for by mass.	
<b>PS GA 8.4:</b>	<b>SCHEDULED CONCRETE ITEMS</b>	
<b>PS GA 8.4.1:</b>	<b>Prescribed Mix Concrete</b>	<b>Unit : m<sup>3</sup></b>
	<i>Add the following to GA 8.4.1:</i>	
	The rate for installation of concrete slabs shall include for the compaction of the in situ material to 90 % of MAASHTO density.	
<b>PS GA 8.9:</b>	<b>WEEP-HOLES</b>	<b>Unit : No</b>
	The rate for installation of weep-holes as shown on the drawings shall include all material, plant and labour.	
<b>PS G:</b>	<b>CONCRETE (STRUCTURAL)</b>	
<b>PS G 2:</b>	<b>Interpretations</b>	
<b>PS G 2.3:</b>	<b>Definitions</b>	
	<i>Under (a) add:</i>	
	A Constructional joint: a joint required on account of constraints or convenience in the method of construction and that is not a movement, contraction or expansion joint.	
<b>PS G 2.4.1:</b>	<b>Exposure Condition</b>	
	All Concrete on the Works shall be as specified for severe exposure condition.	
<b>PS G 2.4.2:</b>	<b>Strength Concrete</b>	
	Grade 30MPa/40mm means strength concrete grade 30 MPa with 40 mm stone.	
<b>PS G 2.4.3:</b>	<b>Joints</b>	
	Notwithstanding Subclause 2.4.3, designed joints will only be joints that are shown on the drawings. Any other joints that are required by the contractor as a result of his construction constraints or for any other reason, whether approved by the Employer's Agent or not, will not be considered to be designated joints as defined in Subclause 2.4.3, i.e. they will be considered to be non-designated joints.	
<b>PS G 3:</b>	<b>MATERIALS</b>	
<b>PS G 3.2:</b>	<b>Cement</b>	
	All cement used in the works shall be ordinary Portland cement complying with SANS 471.	
<b>PS G 3.2.3:</b>	<b>Storage</b>	
	Cement shall be used in the order in which it is received. Unless approved by the Employer's Agent, cement kept in storage for longer than 8 weeks shall not be used in the Works. Any	

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cement that contains lumps, which cannot easily be crumbled to powder between the fingers, may not be used.

**PS G 3.3: Water**

Only potable water from an approved source may be used for mixing concrete.

**PS G 3.4: Aggregate**

The nominal stone size specified in the concrete grade (e.g. 30 MPa/40 mm) shall mean stone conforming to the grading specified in SANS 1083 for the nearest equivalent size, i.e. 40 mm means stone that complies with SANS 1083 for 37,5 mm size.

**PS G 3.6: Granolithic screed**

Granolithic screed shall consist of:

Cement	1 part by mass
Sand	1,25 parts by mass
Coarse aggregate	2 parts by mass

The coarse aggregate shall consist of granite or other approved chips, which shall pass a 10mm sieve and be retained on a 5mm sieve.

The cement/water ratio of the mix shall be at least 2,0.

**PS G 3.5.1: Admixtures**

The use of admixtures will be subject to the approval of the Employer's Agent.

The information listed in Subclause 3.5.1 shall be provided.

**PS G 3.8: General**

The joint materials shall be resistant to ultraviolet light and to biological degradation.

**PS G 4: PLANT**

**PS G 4.1: Mixing plant and vibrators (Subclauses 4.3 and 4.4)**

Standby mixers and vibrators of adequate capacity and with an independent power unit. Unit shall be maintained on site for immediate use in the event of breakdown of the regular mixers or vibrators or failure of the power supply.

**PS G 4.5.3: Formwork Ties**

The use of sleeves for formwork ties through the walls of water-retaining structures will not be permitted. Ties, when cast in, shall have some form of positive anchorage to prevent any rotation when loosening formwork.

**PS G 4.3: Formwork: Chamfers and Fillets**

Air exposed external angles in concrete work shall have 20 mm x 20 mm chamfers unless otherwise specified or ordered, but the top edge of a slab that is to receive and applied finish shall not be chamfered.

Internal corners in concrete work need not have fillets unless such fillets have been specified on the drawings or ordered by the Employer's Agent.

**PS G 4.4: Water-bath**

A temperature-controlled water-bath shall be provided on site. The water-bath shall be located under cover.

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**PS G 5: CONSTRUCTION****PS G 5.1: REINFORCEMENT****PS G 5.1.2: Fixing**

Fixing of reinforcing bars by welding and heating of bars will not be permitted.

**PSG5.1.2 Spacers**

Spacers of approved design include approved plastic or other proprietary spacers, or purpose made precast mortar blocks.

Where mortar blocks are being used they shall be properly shaped so as to slip out of position and shall be made of the same mix as the mortar of the concrete in which they are to be placed. The mortar shall be well compacted by approved means into the moulds to result in blocks with a density of at least 2 300 kg/m<sup>3</sup>; and which are free from honeycombing. The mortar blocks shall be cured in water for at least 7 days. Blocks which have not been manufactured and cured strictly in accordance with these requirements or which are in any other way considered unsatisfactory by the Employer's Agent, will be rejected and shall be removed from the site.

**PS G 5.1.3: Cover**

In Subclause 5.1.3 (a) amend the words Abar or stirrup to read: Abar, secondary reinforcement, tie stirrup, tying-wire knots or wire ends.

Add to Subclause 5.1.3: (a) Tying wire may not encroach on the specified minimum cover by more than a single strand thickness. The cover to steel reinforcement shall not be less than 50 mm.

**PS G 5.2: FORMWORK****PS G 5.2.1: Classification of finishes**

Formwork for formed concrete surfaces against which backfill will be placed shall be rough. Formwork for formed concrete surfaces shall be smooth, except where otherwise specified.

**PSG5.2.2 Special Smooth Finish**

All concrete surfaces that will be exposed above the final ground levels shall have a special smooth finish to a Degree of Accuracy. The formwork used shall be high-grade, unblemished and regular in size. Formwork ties shall be placed in a regular pattern. The special smooth finish shall be an off-shutter finish to the concrete such that no after treatment is required other than at the positions of formwork ties.

**PS G 5.5: CONCRETE****PS G 5.5.1.1: General**

The concrete mix design for strength concrete must be prepared in an approved laboratory and the results of actual test mixes must be submitted for approval together with 7-day and 28-day strength test results. Special attention is drawn to the fact that the concrete mix used for water retaining structures must provide a very dense and impervious concrete.

No concrete shall be cast until the mix designs have been approved by the Employer's Agent. The Employer's Agent may call for revised mix designs at any stage during the Contract.

**PS G 5.5.1.4: Chloride Content**

With reference to Table 4, efflorescence will not be acceptable on any exposed concrete surface.

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**PS G 5.5.1.7: Strength Concrete**

With the exception of mixes weaker than 15MPa, all concrete for structural units/the Works shall be considered to be strength concrete in terms of Subclause 5.5.1.7. Unless otherwise specified, all structural concrete shall be Grade 30 MPa.

**PS G 5.5.9.2: Hot Weather Conditions**

No placing of concrete shall take place if the ambient temperature exceeds 32 °C, or likely to rise to above 32 °C during the casting period or eight hours after casting is completed.

If concrete is to be cast during times of high ambient temperature or hot drying winds, the Contractor shall be responsible for taking the necessary steps keeping the placement temperature as low as possible. Such steps include the spraying of the coarse aggregate with water, the painting of silos with a reflecting aluminium paint, the insulation of tanks and pipelines, and the protection of concrete ingredients against the direct rays of the sun. The area of the pour shall be shaded before and during concreting and the concrete shall be shaded from the time of mixing until eight hours after placing.

Windbreaks shall be erected if necessary.

**PSG5.3.7 Prevention and repair of plastic shrinkage cracks**

The contractor shall take whatever measures are necessary to prevent plastic shrinkage cracking in the concrete. Particularly on dry windy days or hot sunny days the contractor shall make provision for fine spraying of the concrete with black plastic sheeting. It may be necessary to change the aggregates or the concrete mix proportions.

If plastic shrinkage cracking occurs, the cracks shall be closed up by revibrating the concrete with a poker vibrator, within about three hours of casting. Once the cracks have been closed, the concrete shall be kept thoroughly wet, or covered with plastic sheeting for at least a further three hours.

**PS G 5.5.7: CONSTRUCTION JOINTS (SUBCLAUSE 5.5.7)****PS G 5.4.1: General**

The edge of joints, exposed to view in the finished structure, shall be formed with suitable beads to provide a straight edge true to line and level. As soon as practical, but not before 15 hours after placing, the construction joint surface shall be prepared to receive fresh concrete. This preparation, as specified in 5.5.7.3(a) to (d), shall be such as to improve all laitance or inert and strength less material which may have formed and the specified chipping or sand blasting, shall be such as to produce a roughened surface all over.

When concreting is interrupted, concrete surfaces shall be protected from the sun as specified in Subclause 5.5.8(d) or by means of hessian kept damp until concreting is resumed.

**PS G 5.4.2: Formed Joints (Generally vertical or near vertical)**

Formed joints will be considered to be designated joints as defined in Subclause 2.4.3.

(The forming of a straight edge to a joint as specified in PSG5-4,1 does not constitute a formed joint ).

Each joint shall be formed as shown on the drawings, complete with shear keys rebates, waffle formwork, V-feature, waterstops, Flexcell or similar joint filler, dowel bars and their PVC tubes, etc. as indicated.

**PS G 5.4.3: Joints between Floors, Walls and Pillars**

Construction joints between foundations or footings and walls, or piers standing on them, shall not be made flush with the supporting surface, but shall be made at a distance above the floor or footing shown on the drawings or approved by the Employer's Agent. The kicker (starter stub) shall be cast as an integral part of the bottom, floor or footing.

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**PS G 5.5.8: CURING AND PROTECTION****PS G 5.5.1: Horizontal Surfaces**

The surfaces of the concrete lining to the canal shall be treated with a curing compound complying with PSG5-5.3. Other horizontal or near horizontal surfaces shall be treated in accordance with Subclause 5.5.8.

**PS G 5.5.2: Formed Surfaces**

In order to improve the effectiveness of the curing treatment, the specified minimum time for the removal of the formwork shall be four days.

**PS G 5.5.3: Curing Compound**

The use of membrane curing compounds will be allowed on vertical faces or steeply inclined faces (i.e. steeper than 45° to the horizontal) of cast in-situ members of the structures subject to the contractor producing sufficient, satisfactory cube crushing strength test results where the crushing strength of cubes which have been cured with the proposed curing membrane and left exposed to the elements are compared with those of an equal number of water cured cubes. The crushing strength of the cubes cured with the proposed membrane shall be at least 85% of the crushing strength of the water cured cubes.

The timing of power-floating is critical to its success. Power-floating steel shall not commence until the concrete can support the weight of a man without indentation and until the moisture sheen has disappeared. Thus several hours will have to elapse after concreting has been completed before this operation can commence. Night work may therefore be required.

This main objective of power floating the mortar skim on the no-fines under drainage layer is to achieve a plane, smooth surface. This need not be dense.

**PS G 5.5.10: CONCRETE SURFACES****PS G 5.6.1: Screeded finish**

After placing and compacting, the concrete on a top (unformed) surface shall be struck off with a template to the designated grades and tempted with a tamping board to compact the surface thoroughly and to bring mortar to the surface, leaving the surface slightly ridged but generally at the required elevation. No mortar shall be added, and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after the interfering aggregate has been removed or tempted.

**PS G 5.5.10.1: Wood-floated finish**

Where wood-floating is ordered or scheduled, the surface shall first be given a finish as specified in PSG5.6.1 and, after the concrete has hardened sufficiently, it shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screeding marks.

**PS G 5.6.3: Steel-floated finish**

Where steel-floating is specified or scheduled, the surface shall be treated as specified in PSG5.6.1 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth uniform surface free from trowel marks.

**PS G 5.6.4: Power float finish**

Where power floating is specified or scheduled the surface shall be treated as specified in PSG5.6.2 except that when the moisture film has disappeared, and the concrete has hardened sufficiently to prevent laitance from being worked in the surface, the screeded surface shall be power floated to produce dense, smooth and uniform surface free of all trowel marks. In corners and areas of restricted access the concrete surface shall be finished by steel floating in accordance in PSG5.6.1.

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The timing of power-floating is critical to its success. Power-floating steel shall not commence until the concrete can support the weight of a man without indentation and until the moisture sheen has disappeared. Thus several hours will have to elapse after concreting has been completed before this operation can commence. Night work may therefore be required.

The main object of power floating the mortar skim on the no-fines underdrainage layer is to achieve a plane, smooth surface. This needs to be done.

**PS G 5.6.5: Broom-swept finish**

Where broom-swept finish is specified, the surface shall be treated as specified in PSG5.6.2 and hereafter swept transversely (to the direction of the roadway paving) with a stiff bristle broom to produce an approved no-skid finish.

**PS G 5.6.6: GRANOLITHIC SCREEDS**

**PS G 5.6.6.1: General**

Before placing any granolithic screeds the base concrete shall be chipped to expose the aggregate over 100% of the area to be screeded and soaked with water for at least 24 hours.

The base concrete shall be thoroughly cleaned by scrubbing and all standing water removed after soaking. A 1:2 cement/sand grout shall then be brushed into the prepared surface followed by the granolithic screed before the grout sets. The granolithic screed shall be of the driest feasible consistency with a slump not exceeding 50mm and shall be formed true to profile and shape as required and shown on drawings. Before placing granolithic screed against and adjacent band of granolithic screed the edge of the latter shall be prepared by chipping back to firm material, wire brushing and brushing with grout as for the base concrete.

Granolithic screed shall be compacted to remove all air and shall be screeded and finished with a steel trowel to Degree of Accuracy 1.

The trowelling shall be carried out in the following stages:-

- First – as soon as the granolithic screed has been compacted and screeded.
- Second – after 2 hours to close the surface and remove laitance.
- Third – after a further 24 hours.

The time intervals are estimated as appropriate to normal temperature conditions and shall be varied by the Contractor to ensure a smooth dense finish.

Granolithic screed shall be cured as specified in Subclause 5.5.8(b) but shall additionally be protected from direct sunlight and drying winds as it is being placed.

All screeding necessary to accommodate mechanical equipment shall be done under the equipment supplier's supervision and in strict accordance with his instructions. It shall be commenced as soon as the equipment supplier give notice on completion of erection and shall be finished expeditiously.

The Contractor shall make good any damage to the mechanical equipment resulting from his personnel not following the supplier's instructions. Any spillage on the equipment shall be cleaned off immediately.

**PS G 8: MEASUREMENT AND PAYMENT**

**PS G 8.1.2: Reinforcement**

Notwithstanding the method of measuring and paying for reinforcement specified in Subclause 8.1.2.2 and 8.1.2.3, reinforcement will be measured and paid for as scheduled.

**PS G 8.5: Formwork**

**PS G 8.5.1: Edges of Blinding Layer**

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No separate payment will be made for formwork to the edge of the blinding layer. The rates tendered for concrete to be blinding layer shall cover the cost of such formwork.

**PS G 8.5.2: Kickers**

Formwork to the edges of kickers will be measured as plain vertical or plain circular as applicable (not as narrow widths).

**PS G 8.4.4: Unformed Surface Finishes**

The rates for unformed surface finishes shall cover the cost of providing the respective surface finish as specified in PS G5-6.

**PS G 8.7: Holding Down Bolts**

Fixing of holding down bolts will be measured by number. The rate shall cover the cost of all things necessary to ensure that the bolts are effectively and rigidly held in position during casting, complete with sleeved pockets, all as detailed on the drawings.

**PS G 5.5.13: Grouting**

Grouting of base plates and equipment bases will be measured by the volume of grout used.

The rate shall cover the cost of the supply and floating in the grout under the plates to ensure solid and complete filling of the gap.

**PS HA: STRUCTURAL STEELWORK (SUNDRY ITEMS)**

**PS HA 3: Materials**

Where the words "Structural Steelwork" appear in the heading and in other relevant Clauses, amend to read "Aluminium, Stainless Steel and Structural Steel".

**PSHA3.1: Stainless steel**

All stainless steel items shall be grade 316 material.

**PS HA 3.2: Structural steelwork**

Structural steelwork shall comply with Grade 43 of BS 4360.

**PS HA 5.2.6: Handrails**

The handrails shall be manufactured by an approved manufacturer specializing in such work and shall be of galvanised steel tubing of nominal thickness 2,6 mm and of normal outside diameter at least 34mm.

Stanchions shall be manufactured preformed in one piece and shall be at least 24 mm nominal outside diameter at least 34mm.

Stanchions shall be spaced at intervals not exceeding 2,0 m. All joints shall be welded after the erections as shown on the drawings.

**PS HA 5.3: Corrosion protection**

The open grid flooring panels, ladders and screen shall be galvanised in accordance with the requirements of Subclause 5.9 of SANS 1200 HC.

**PS M: ROADS (GENERAL)**

**PS M 3: MATERIAL**

**PS M 3.2: RESPONSIBILITY FOR LOCATION**

*Add the following to M 3.2:*

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Materials from existing pavement layers shall be utilised in the construction of new work, or spoiled, as directed by the Employer's Agent. When such materials are excavated, care shall be taken not to mix materials from different layers of the pavement unless so instructed by the Employer's Agent. When such mixing occurs or where the material is contaminated in any other way by the actions of the Contractor he shall remove and replace it with other approved material, all at his own cost.

**PS M 5: CONSTRUCTION**

*Add the following paragraph:*

**PS M 5.1: SELECTION**

The Contractor shall deal selectively with material when existing streets are broken up in order that suitable material is not contaminated with unsuitable material. If suitable material is contaminated, the Contractor shall replace such contaminated material with suitable material, at his own expense.

**PS M 6: TOLERANCES**

**PS M 6.3: FREQUENCY OF CHECKS**

*Add the following to M 6.3:*

These checks shall be submitted to the Employer's Agent for his approval.

**PS M 7: TESTING**

**PS M 7.3: ROUTINE INSPECTION AND TESTING**

*Substitute M 7.3.3 with the following:*

Statistical evaluation of test results shall not be applicable to this contract and all tests shall meet the specified minimum requirements for the specific material.

**PS M 8: MEASUREMENT AND PAYMENT**

*Add the following to M 8.1:*

The cost of all routine testing done by the Employer's Agent, and of which the results do not comply with specified minimum requirements for the material, shall be borne by the Contractor.

These costs shall be deducted from the Contractor's monthly payment certificates.

**PART C: PARTICULAR (PROJECT) SPECIFICATIONS**

The particular (project) specifications consist of the following and are included in the in the Scope of Work:

**SJ: LABOUR INTENSIVE SPECIFICATION**

**SJ 01 PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS**

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

**SJ 02 APPLICABLE LABOUR LAW**

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice

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NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

### **SJ 03 INTRODUCTION TO EPWP**

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

In this document –

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

### **SJ 04 TERMS OF WORK**

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

### **SJ 05 NORMAL HOURS OF WORK**

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

### **SJ 06 MEAL BREAKS**

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

### **SJ 07 SPECIAL CONDITIONS FOR SECURITY GUARDS**

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

### **SJ 08 DAILY REST PERIOD**

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

**SJ 09 WEEKLY REST PERIOD**

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

**SJ 10 SICK LEAVE**

- (a) Only workers who work for more than 24 hours have the right to claim sick-pay in terms of this clause
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (i) absent from work for more than two consecutive days; or
- (j) absent from work on more than two occasions in any eight-week period.
- (k) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (l) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**SJ 11 MATERNITY LEAVE**

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

**SJ 12 FAMILY RESPONSIBILITY LEAVE**

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

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

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**SJ 13 STATEMENT OF CONDITIONS**

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

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

**SJ 14 KEEPING RECORDS**

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

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

**SJ 15 PAYMENT**

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A worker may not be paid less than the minimum EPWP wage rate of R150-00 per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- (c) A task-rated worker will only be paid for tasks that have been completed.
- (d) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (e) A time-rated worker will be paid at the end of each month.
- (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (g) Payment in cash or by cheque must take place –
  - a. at the workplace or at a place agreed to by the worker;
  - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
  - c. in a sealed envelope which becomes the property of the worker.
- (h) An employer must give a worker the following information in writing –
  - a. the period for which payment is made;
  - b. the numbers of tasks completed or hours worked;
  - c. the worker's earnings;
  - d. any money deducted from the payment;
  - e. the actual amount paid to the worker.
- (i) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (j) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**SJ 16 DEDUCTIONS**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

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

**SJ 17****HEALTH AND SAFETY**

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

**SJ 18****COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SJ 19****TERMINATION**

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

**SJ 20****CERTIFICATE OF SERVICE**

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

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

**SJ 21****CONTRACTOR'S DEFAULT IN PAYMENT TO LABOURERS AND EMPLOYEES**

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

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- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**SJ 22 PROVISION OF HANDTOOLS**

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

**SJ 23 REPORTING**

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

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

Progress report detailing production output compared to the programme of works

**SJ 24 UNEMPLOYMENT INSURANCE FUND**

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request

**SJ 25 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

**SJ 26 LABOUR-INTENSIVE CONSTRUCTION METHODS**

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;

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- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the Site

#### **SJ 27 MATERIAL**

Where possible, the contractor shall source material from within 1.5 km of the site utilizing local labour. The material which may be sourced from site includes:

- Rock for gabions and stone pitching
- Bedding material

#### **SJ 28 TASK BASED ACTIVITIES**

Labour Intensive activities are to be planned as task-based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

#### **SJ 28 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME**

##### **SJ 28.1 EPWP PROJECT SPECIFICATION**

As much as is economically feasible, all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

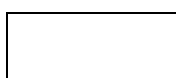
##### **SJ 28.2 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS**

###### **Requirements for the sourcing and engagement of labour.**

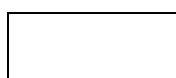
1. Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
2. the rate of pay set for the EPWP is R 150 per task or per day.
3. Tasks established by the contractor must be such that:
  - a) the average worker completes 5 tasks per week in 40 hours or less; and b) the weakest worker completes 5 tasks per week in 55 hours or less.
4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
5. The Contractor shall, through all available community structures, inform the local community of the labor-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income
6. The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - a) 55 % women;
  - b) 55% youth who are between the ages of 18 and 35; and
  - c) 2% on persons with disabilities.

#### **SJ 29 CONSTRUCTION METHODS**

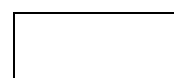
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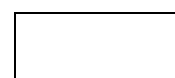
**Contractor**



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Contractor**



**Employer**



**Witness for  
Employer**

"In all cases where soft founding materials is classified as suitable for culvert beddings construction, the in-situ material shall be ripped, moistened and compacted to 90 & to 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be indicated on drawings as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section"

The generic labour-intensive specification below is the same as sans 1921-5, construction and management requirement for works contracts- part 5: earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

**SJ 30****SCOPE**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a. Site Clearance
- b. Sand bedding for paving
- c. Installation of brick pavers on roads
- d. Construction of bed material and sand layer on sidewalks
- e. Installation of brick pavers on sidewalks
- f. Installation of pre-cast kerbs
- g. Trimming of unpaved shoulders

**SJ 31****PRECEDENCE**

Where this specification is in conflict with any other standard or specification referred to in the scope of works to this contract, the requirements of this specification shall prevail.

**SJ 32****HAND EXCAVATEABLE MATERIAL**

Hand excavatable material is material:

- a. Granular materials:
  - i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b. Cohesive materials:
  - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

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Contractor****Employer****Witness for  
Employer**

1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle

of 60° with respect to the horizontal) into the material being used.

**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

#### **Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

#### **Compaction of backfilling to trenches (areas not subject to traffic)**

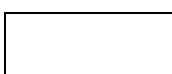
Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

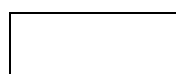
#### **Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

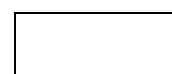
The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.



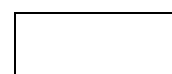
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**MEASUREMENT AND PAYMENT***Add the following:***ITEM UNIT**

3.2.1 Extra over sub-item for excavation by hand using hand tool .....linear meter (m)

Measurement shall be as specified for pay item 3.2 (8.3.2) of the standard specifications. The tendered rate shall include full compensation for carrying out the excavation by hand where circumstances prevent the use of mechanical excavators.

**SK: PROVISION OF STRUCTURED TRAINING****SK 01 SCOPE**

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

**SK 02 GENERIC TRAINING**

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

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

Course Description	Estimated No. Of Trainees	Estimated Duration (Days)
1. Water supply: Water reticulation	20	3
2. Pipe laying and maintenance	15	3
3. Concrete handling, placing and finishing	10	3
4. Block making	4	3
5. Excavate, backfill and compact a trench	55	3

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

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

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

Such details shall be entered on or attached to Returnable Schedule included herein.

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

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

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(d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.

(e) relevant PPE required for the project works

(f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

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

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

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

### SK 03

### ENTREPRENEURIAL SKILLS TRAINING

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

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

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

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

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

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

Course Description	Estimated Duration (Days)
1. Basic Business Principles	10
2. Basic Supervision	5
3. Running A Business	15
4. Legal Principles	5
5. Achieving Standards	3

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

(a) The name of the training institution and programme

(b) The various aspects of each type of training comprised in the programme

(c) The manner in which the training is to be delivered

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(d) The numbers and details of the trainers to be utilised.

Such details of the proposed entrepreneurial training programme shall be entered on or attached to Schedule 15 of the forms to be completed by the tenderer.

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

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

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

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

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

In addition to the above, a monthly return shall be submitted by the contractor.

#### SK 04

#### IN-SERVICE TRAINING

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

##### 1.1 Details of in-service training

(i) The contractor shall attach to applicable returnable form the basic details of his proposed in-service training programme, which details shall inter alia include the following:

- the details of training to be provided
- the manner in which the training is to be delivered
- the number and details of trainers to be utilised.

(ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.

(iii) The contractor shall provide onsite, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.

(iv) All labourers shall be remunerated in respect of all time spent undergoing training.

(v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:

- the name of the contractor
- the name of the employee
- the name of the project/contract
- the nature of the work satisfactorily executed by the worker and the time spent thereon
- the nature and extent of training provided to the worker
- the dates of service.

(vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

##### 1.2 Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he

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requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract”.

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

**SK 05****MEASUREMENT AND PAYMENT**

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

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

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

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

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

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

**C3.3****Annexures****Annexure A: Occupational Health & Safety Specification****Annexure B: EPWP Data Capture Tool****Contractor****Witness for  
Contractor****Employer****Witness for  
Employer**

## **Annexure A: Occupational Health & Safety Specifications**

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**Witness for  
Contractor**

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**Employer**

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**Witness for  
Employer**

## **Annexure B: EPWP Data Capture Tool**

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**Contractor**

**Witness for  
Contractor**

**Employer**

**Witness for  
Employer**

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**Part C4: Site Information**

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<b>C4.2</b>	<b>AVAILABLE INFORMATION .....</b>	<b>205</b>
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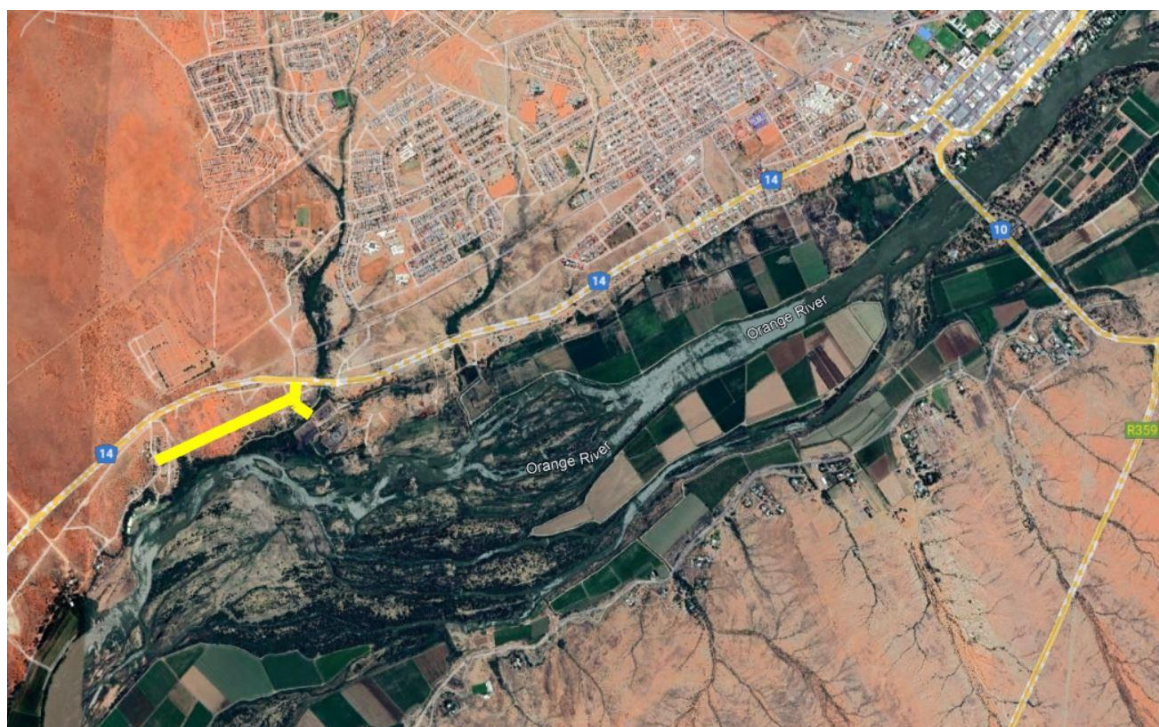
Witness for  
Contractor

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Witness for  
Employer

**C4.1 LOCATION OF THE PROJECT**

This project takes place on existing access roads to residential area of Kameelmond and the Kameelmond WWTW within the Dawid Kruiper Municipal area.



**LOCALITY PLAN: THE CONSTRUCTION OF KAMEELMOND ACCESS ROAD**

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Contractor

Employer

Witness for  
Employer

**C4.2 AVAILABLE INFORMATION****4.2.1 Disclaimer**

This document sets out the results and conclusions derived from various investigations and tests done on natural materials encountered along the route.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

The results of various tests carried out on materials taken from possible material sources are given in good faith and there is no guarantee that the results are entirely representative of all the materials available nor that the estimated quantities of materials are correct, the intention being to give an indication of the materials most likely to be obtained from the source.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

The specifications and contract drawings shall always overrule this part of the contract documents.

**C4.2.2 Climate**

The climate of Upington is subtropical desert, with very mild winters (but during which temperatures can be below zero at night) and very hot summers, capable of exceeding 40 degrees Celsius. The average daily maximum temperatures for Upington ranges from 23 degrees Celsius in June / July to 38 degrees Celsius in January. The region is the coldest in July when the temperatures typically drop to 4 degrees Celsius average during the night.

Upington normally receives about 185mm of rainfall per year. The driest month is typically July and the wettest months February and March.

**C4.2.3 Geology**

A geotechnical report is not available. Hard rock exposure levels are generally high and coarse poorly-sorted alluvial and colluvial gravels can be expected in the area.

**C4.2.4 Traffic information**

The works take place within existing road reserves and residential areas. Due care must be taken to accommodate traffic and to safeguard the public as specified.

**C4.2.5 Construction materials**

- Crushed aggregate  
Crusher aggregate is locally available. The product will be tested on a continuous base to ensure that the quality of the product complies with set standards.
- Sand for concrete work  
Sand is available from various suppliers in the vicinity, but must comply with the set standards.
- Water sources  
Water supply for construction must be arranged with the local authority.

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Contractor****Employer****Witness for  
Employer**

**C4.3 DRAWINGS**

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the contract, the Employer's Agent shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Employer's Agent may issue further drawings for construction purpose as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

The following drawings are applicable to the contract and will form part of the Contract Documents and are attached at the end of this document:

<b>Drawing Number</b>	<b>Title</b>	<b>Paper size</b>
34413-001-01-0	Locality Layout	A3
34413-002-01-0	EPWP Notice Board Detail	A3
34413-002-02-0	MIG Notice Board Detail	A3
34413-130-01-0	Road Layout	A3
34413-131-01-0	Road Long Sections - Sheet 1 of 3	A3
34413-131-02-0	Road Long Sections - Sheet 2 of 3	A3
34413-131-03-0	Road Long Sections - Sheet 3 of 3	A3
34413-133-01-0	Roads Detail Drawing	A3

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Contractor****Employer****Witness for  
Employer**