



TSWAING LOCAL MUNICIPALITY

PROJECT NO: SCM 005/2021/22

REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

TENDER DOCUMENT

JULY 2021

ISSUED BY: TSWAING LOCAL MUNICIPALITY

P. O. BOX 24

Delareyville

2770

Contact: 053 948 0073

NAME OF TENDERER:

TENDER AMOUNT (VAT Incl):

CIDB CRS NUMBER:

CSD MAAA NUMBER:

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 005/2021/22

REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

CONTENTS

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender (White Paper)
- T1.2 Tender Data (Pink Paper)

Part T2: Returnable Documents

- T2.1 List of returnable documents (Yellow Paper)
- T2.2 Returnable schedules Yellow Paper)

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance (Yellow Paper)
- C1.2 Contract Data (Yellow Paper)
- C1.3 Form of Guarantee (Yellow Paper)

Part C2: Pricing Data

- C2.1 Pricing Instructions (Yellow Paper)
- C2.2 Bills of quantities (Yellow Paper)

Part C3: Scope of Work

- C3 Scope of Work (Blue Paper)

Part C4: Site Information

- C4 Site Information Green Paper)

Part C5 : Additional Relevant Documents (White Paper

1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**TSWAING LOCAL MUNICIPALITY**

Suitably qualified service providers are hereby invited to submit proposals for the following:

ADVERT

Bid No.	Description	Project Management Unit	Tender Submission Date	Supply Chain Management	CIBD Grading	Points
SCM 001/2021/22	Geysdorp Community Hall	Ms. G Moipolai/ Mr TJ Meerken 053 948 0073	Monday, 09 August 2021 at 12h00	Mr D Masibi 053 948 1943	5GB or Higher	80/20
SCM 002/2021/22	Sione Community Hall	Ms. G Moipolai/ Mr TJ Meerken 053 948 0073	Monday, 09 August 2021 at 12h00	Mr D Masibi 053 948 1943	5GB or Higher	80/20
SCM 003/2021/22	Kopela Taxi rank Shelter	Ms. G Moipolai/ Mr TJ Meerken 053 948 0073	Friday, 27 July 2021 at 12h00	Mr D Masibi 053 948 1943	3GB or Higher	80/10
SCM 004/2021/22	Atamelang Taxi Rank Shelter	Ms. G Moipolai/ Mr TJ Meerken 053 948 0073	Friday, 27 July 2021 at 12h00	Mr D Masibi 053 948 1943	3GB or Higher	80/20
SCM 005/2021/22	Rehabilitation of Delareyville Taxi Rank Phase 2	Ms. G Moipolai/ Mr TJ Meerken 053 948 0073	Monday, 09 August 2021 at 12h00	Mr D Masibi 053 948 1943	4GB or Higher	80/20

Evaluation Criteria 70/100

Criteria	Points
Project team + Project experience	65
Plant, Resources & Programme	15
Financial rating	10
Locality	10

Bid documents will be available from Monday, **12 July 2021 at 10:00** on e-tender portal at no cost.

Compulsory Briefing Session: No Compulsory briefing session.

By Hand: Bid documents with supporting documents must be sealed and externally endorsed with the Bid No., Description and placed in a bid box of the Tswaing Local Municipality, Municipal Building, Cnr Delarey and Government Street, Delareyville.

By Post: To reach to Supply Chain Management, P.O Box 24, Delareyville, 2770 in enough time for it to be placed in the Tender Box before closing time. **Opening of tenders:** No tender opening due to Covid 19 regulations.

Bidders must take note of the following: Person in the services of the state is not allowed to bid-bidders are requested to attach an original Tax Clearance Certificate obtainable from SARS- **Bidders are requested to read and take note of the “returnable document and schedule on the bid document.** All companies must be registered on the CSD in compliance with Circular 81 of the MFMA. For Functionality, the service provider must score 70/100.

Mr. MI Moruti
(Signed)
Municipal Manager

3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) (Available on www.cidb.co.za).

The Tender Data makes several references to the CIDB Standard Conditions of Tender 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 CIDB Standard Conditions of Tender.

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

Clause No.	
F.1.1	The Employer is: Tswaing Local Municipality P O Box 24 Delareyville 2770
F.1.2	The tender document's contents are as follows: Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender (WHITE) T1.2 Tender Data (PINK) Part T2: Returnable Documents T2.1 List of Returnable documents (YELLOW) T2.2 Returnable schedules (YELLOW) THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance (YELLOW) C1.2 Contract Data (YELLOW) C1.3 Form of Guarantee (YELLOW) Part C2: Pricing Data C2.1 Pricing Instructions (YELLOW) C2.2 Bill of Quantities (YELLOW) Part C3: Scope of Work C3 Scope of Work (BLUE) Part C4: Site Information C4 Site Information (GREEN) Part C5: Additional Relevant Documents (WHITE)
F1.3	Interpretation 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 tender conditions.

4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.1.4	The Employer's Representative is:	Ms G.Moipolai PMU Manager Tel: 053 948 0073
	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. In the event that no correspondence or communication is received from the TLM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.	
F.1.5.1	Reject or Accept 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 a cancellation and rejection, but will give written reasons for such action upon written request to do so.	
F.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: Only those Tenderers who are registered with the Construction Industry Development Board (CIDB), in a Contractor grading designation equal to 4GB or higher than 4GB class construction work, are eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 4GB class of construction work. - that both members of the JV be represented at the compulsory clarification meeting. Only tenderers who registered with CIDB and relevant grading are eligible to submit tenders. - Prospective Bidder must comply with Circular 81 of MFMA (Registration and Compliance with the CSD) - Failure to submit a signed (By all members of each company) Joint Venture Agreement for Bidders intending to bid as Joint Venture Partners and any form of MISREPRESENTATION of facts of the company, tenderer will be disqualified. The agreement must declare the following information; Bank account to be used, contribution, allocation, profits sharing etc.	
F.2.2	Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.	
F.2.3	Check documents	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright 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 of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	The arrangements for a compulsory clarification meeting are: NO COMPULORY CLARIFICATION MEETING No individual should represent more than one tenderer at the compulsory briefing session. Non-completion in full of the fields required on the attendance register may lead to automatic disqualification. All joint venture partners must be individually represented at the compulsory clarification meeting.
F.2.8	Seek clarification Questions or queries must be submitted to the Engineer at least five (5) working days before the stipulated closing date and time of the tender. However, TLM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer
F.2.10	Pricing the tender State the rates and prices in Rand
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 sign next to all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative tender offers Alternative offers may be submitted 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	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.
F.2.13	Submitting a tender offer No late, faxed, emailed or other form of tender will be accepted. Completed tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked "SCM005/2021/22: REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2" must be placed in Tender Box at Municipal Offices, Tswaing Local Municipality Cnr General Delarey and Government Street, Delareyville. Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered. All tenders received by the Tswaing Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
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. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM C Authority of Signatory."
F.2.15	Closing date: Tuesday, 09 August 2021 Closing Time: 12h00
F.2.16	Tender offer validity The Tender offer validity period is 90 Days.
F.2.18	Provide other material 1. Proposed Key Personnel The tenderer shall indicate I. All staff positions/titles proposed for the team and the relationship between them II. Names of key professional people, and III. Parent firm abbreviation and in brackets (for JVs) after each professional person The text of this section shall include the concise statement of the duties of each individual of the organisation and the suitability of his/her qualifications for the assignment. In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Professional Staff named on the organisational chart and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Each CV should give at least the following:

- o Name, Age, parent firm, position in the parent firm and within the organisation of this assignment
- o Educational qualifications
- o Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- o Summary of experience
- o Language proficiency and
- o References (company name, individual name, position held, contact details)

The CV must include a statement dated and signed by the individual, indicating his agreement to work on the assignment.

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

2. Joint Venture arrangements should be in accordance with the CIDB guidelines (D2 or latest version),

Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.

Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:

1. Control
2. Management
3. Operations
4. Risk
5. Profit and Loss

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years. Provide short precise report on 3 completed projects with client – specific evidential information (or consultant specific **ONLY** in the absence of client specific formats) Please fill in the exact required information, failing which your bid will be rendered non responsive.

The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture in design, project development, and project management of roads and storm water related projects.

The tenderer is required to submit with his tender: Non Submission of the following documents will result in automatic disqualification:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	(1) a Tax Compliance Status PIN or an original valid Tax Clearance Certificate issued by the South African Revenue Services; and (2) a certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. (3) In case of Joint Venture – the Joint Venture Agreement. (4) Certified copy of valid Certificate of Good Standing with Compensation Commissioner.
F.3.4	Opening of tender submissions No tender opening due to COVID 19 Regulations
F.3.6	Non-disclosure After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the TLM.
F.3.11	Evaluation of tender offers The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the TLM and the Preferential Procurement Regulations of 2017. If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. <u>With regard to the above, certain actions or errors are unacceptable, and warrants REJECTION OF THE TENDER, for example:</u> ▪ Certified or scanned copies of Tax Clearance Certificates. (Only original tax clearance certificates must be attached to the Tender document). ▪ Non submission of company registration certificates. ▪ Non submission of the offer in the prescribed format ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. (Submitting mixed up document) ▪ Failure to fully complete the schedule of quantities as required. ▪ Failure to fully complete form of offer. ▪ Scratching out without initialling next to the amended rates or information. ▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. ▪ Failure to attend compulsory briefing meetings ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form C – “Authority for Signatory” ▪ No authority for signatory submitted. ▪ Failure to submit certified copies of registration certificates and qualification. ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Each page of the Contract portion of this Bid document must be initialled by the authorized person in order for the document to constitute a proper Contract between the EMPLOYER (Tswaing Local Municipality) and the undersigned
- The Tender has been submitted after the relevant closing date and time
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

Failure to complete in all returnable schedules and signing thereof will result in an automatic disqualification.

2. Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications, registration and experience of key staff to be utilised on this contract

4. Previous experience

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

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

5. Financial ability to execute the contract:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

6. Good standing with SA Revenue Services

- Determine whether an original valid tax clearance certificate has been submitted.
- The Tenderer must affix an original valid Tax Clearance Certificate to the designated page of the Tender document.

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

7. Penalties

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

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from the Tswaing Local Municipality for a period of 5 years.

8. Tender evaluation points

Tender evaluation points will be allocated as per the Supply Chain Management policy and the preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following:

Preference points for this bid shall be awarded for:

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20

Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of Tswaing Local Municipality.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11.5	The procedure for the evaluation of responsive tenders is Method 4: Financial offer, Quality and Preferences In the case of a financial offer, quality and preferences: a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data: $T_{EV} = N_{FO} + N_P + N_Q$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9. c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.
F3.11.9	Scoring quality Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula: $NQ = W2 \times SO / MS$ where: SO is the score for quality allocated to the submission under consideration; MS is the maximum possible score for quality in respect of a submission; and $W2$ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Functionality Table		
CRITERIA		POINTS
		MAX
PROJECT TEAM		40
Contract Manager		20
	N. Dip: Civil/Building + 15 Years Experience or B-Tech Civil/Building + 10 Years Experience	10
	Bsc/B-Tech Civil + 15 Years Experience	20
Site Agent		10
	No Qualification: with/plus	0
	Qualification at least N. Dip Civil Eng.: with/plus	2
	< 5 Years Experience in Construction Industry	2
	5 to 10 Years Experience in Construction Industry	6
	> 10 Years Experience in Construction Industry	8
Foreman		10
	5 to 10 Years Experience in Building Construction	3
	10 to 15 Years Experience in Building Construction	8
	> 15 Years Experience in Building Construction	10
FINANCIAL RISK RATING		10
	Bank Rating D	0
	Bank Rating C	6
	Bank Rating B	8
	Bank Rating A	10
SIMILAR PROJECTS COMPLETED (ATTACH APPOINTMENT LETTERS)		25
	Projects < R3m or No Information Provided	15
	2 Successful Projects R3m ≥ R9m/project	20
	2 Successful Projects > R9m/project	25
PROJECT PROGRAM & METHOD STATEMENT		5
	Relevant Program of works on Gantt Chart	5
	Relevant Method	2
COMPANY PLANT AND RESOURCES		10
	Fully operational office (attach proof of office address)	
	Addresses for Main Office to be evaluated for locality will be the addresses which reflects on CIPC.	
	MAIN OFFICE WITHIN TSWAING LM	10
	MAIN OFFICE WITHIN NGAKA MODIRI MOLEMA DISTRICT MUNICIPALITY	3
	MAIN OFFICE WITHIN NORTH WEST PROVINCE	2
COMPANY PLANT AND RESOURCES		10
	1 TLB'S, 1 TIPPER TRUCKS, 1 VIBRATOR ROLLER 1 CONCRETE MIXERS 2 LDV'S	
	ALL PLANT AVAILABLE	10
	1 ITEM NOT PRESENT	7
	2 ITEMS NOT PRESENT	4
	3 ITEMS NOT PRESENT	2
	4 ITEMS NOT PRESENT	0
GRAND TOTALS (POINTS)		100
Weighting		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	30 points	25 points	10 points	Values ranging
	25 - 30 = 5	21 - 25 = 5	9 - 10 = 5	5 – Being Excellent
	19 - 24 = 3	16 - 20 = 3	7 - 8 = 3	4 – Being Very good
	13 - 18 = 3	11 - 15 = 3	5 - 6 = 3	3 – Being good
	7 - 12 = 2	6 - 10 = 2	3 - 4 = 2	2 – Being average
	0 - 6 = 1	0 - 5 = 1	0 - 2 = 1	1 – Being poor
$P_s = S_o / M_s \times 100$ Where P_s = percentage scored for functionality by the bid S_o = total score of the bid M_s = maximum possible score Minimum score of 70% for functionality should be obtain for the bidder to be further evaluated.				
The tenderer is to note that the following Additional Relevant Documents will form part of this contract:				
(i) Tswaing Local Municipality Supply Chain Management Policy, (ii) The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following: (iii) TLM health and safety specifications				
F.3.17	Provide copies of the contracts The number of paper copies of the signed contract to be provided by the Employer is one.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 005/2021/22

PROJECT DESCRIPTION: REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

T2.1 LIST OF RETURNABLE DOCUMENTS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Tenderer must complete and sign the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	COMPULSORY ENTERPRISE QUESTIONNAIRE
Form B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Form C	DECLARATION OF INTEREST
Form D	AUTHORITY OF SIGNATORY
Form E	DECLARATION OF GOOD STANDING REGARDING TAX
Form F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
Form G	MUNICIPAL UTILITY ACCOUNT
Form H	PREFERENCE SCHEDULE
Form I	PROPOSED KEY PERSONNEL
Form J	SCHEDULE OF PREVIOUS EXPERIENCE
Form K	SCHEDULE OF CURRENT PROJECTS
Form L	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form M	SCHEDULE OF PROPOSED SUB CONTRACTORS
Form N	PROGRAMME OF WORKS
Form O	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form P	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
Form Q	TENDERER'S PROJECT STRUCTURE
Form R	CERTIFICATE OF INDEPENDENT BID DETERMINATION
Form S	DECLARATION TENDERER'S LITIGATION HISTORY

Returnable Documents that will be incorporated into the contract

C1.1	1. Offer Portion of Form of Offer and Acceptance
C1.2	2. Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY**PROJECT NO: SCM 005/2021/22****PROJECT DESCRIPTION: REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2****T2.2 RETURNABLE DOCUMENTS****RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES****FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE***In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner***1. NAME OF ENTERPRISE**

2. CONTACT PERSON

3. CONTACT NUMBER

4. FAX NUMBER

5. E-MAIL ADDRESS

6. POSTAL ADDRESS

7. PHYSICAL ADDRESS

8. VAT REGISTRATION NUMBER

17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9 TAX REFERENCE NUMBER

10 CIDB REGISTRATION NUMBER

10.1 CIDB GRADING

11 HAS A B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE BEEN SUBMITTED

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐
A REGISTERED AUDITOR ☐
(Tick applicable box)

12 (A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR
PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

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

If Yes, Enclose Proof

.....
Signature

.....
Date

.....
CAPACITY UNDER WHICH BID IS SIGNED

.....
Name of Bidder

18

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO**1. For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement)

2. For Companies

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

3. For Joint Venture Agreements

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

4. For Partnership

- Certified Copies of the ID's of the partners

5. One person Business / Sole trader

- Certified Copy of ID

6. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

- Original and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C: DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

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.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

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

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

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

² 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

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

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

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Certificate of Authority for Joint Ventures

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

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

Contractor

Witness 1

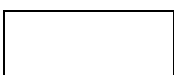
Witness 2

Employer

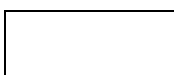
Witness 1

Witness 2

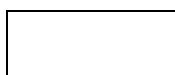
**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR
CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY
LETTERHEAD**



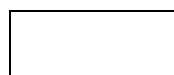
Contractor



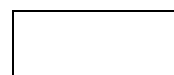
Witness 1



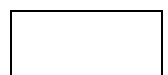
Witness 2



Employer



Witness 1



Witness 2

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

**ATTACH ORIGINAL VALID TAX CLEARANCE CERTIFICATE TO
THIS PAGE**

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F: FINANCIAL REFERENCES**DETAILS OF TENDERERS BANKING INFORMATION****Notes to tenderer:**

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

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

Name of Tenderer:

Date:

Signature :

Full name of signatory:

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Contractor

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Witness 1

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Witness 2

--

Employer

--

Witness 1

--

Witness 2

**ATTACH ORIGINAL LETTER FROM BANK TO THIS PAGE
(NOT OLDER THAN THREE MONTHS)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

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

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

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

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

ATTACH MUNICIPAL UTILITY ACCOUNTS
(not older than three months)

31

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERES 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 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to be below R50 000 000.00 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2 DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or offers;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** Error! Bookmark not defined. means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

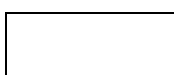
P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

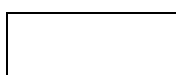
$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

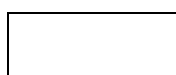
- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:



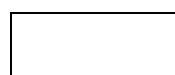
Contractor



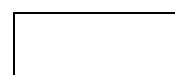
Witness 1



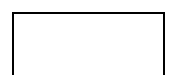
Witness 2



Employer



Witness 1



Witness 2

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

- 5.2 Tenderes who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderes other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1

B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

7 **(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

8. SUB-CONTRACTING

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

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

8.1.1 If yes, indicate:

1 what percentage of the contract will be subcontracted? %

2 the name of the sub-contractor?

3 the B-BBEE status level of the sub-contractor?

4 whether the sub-contractor is an EME?

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number

9.3 Company registration number

9.4

TYPE OF FIRM (Tick Applicable Box)

☐	Partnership/ Joint Venture/ Consortium
☐	One Person business/ sole propriety
☐	Close Corporation
☐	Company
☐	(Pty) Ltd
☐	Other : Specify

--

Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION:

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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 paragraph 7, 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

shareholders and directors who acted on a fraudulent basis, 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.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADRESS:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I: PROPOSED KEY PERSONNEL

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

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	<u>Name</u> of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Contract Manager			
Site Agent			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
2.			
3.			
4.			
5.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

40

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the firm was involved for TSWAING LOCAL MUNICIPALITY (TLM) projects or other clients. Reference of clients other than TLM **MUST** be provided.

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

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

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

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

41

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

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

*Contractor**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

FORM L: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

3. Physical facilities and Buildings.

Description	Address	Owned / leased

4. Equipment

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

1. EARTH MOVING EQUIPMENT	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. CONSTRUCTION EQUIPMENT			
3. CONSTRUCTION EQUIPMENT			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. Size of enterprise and current workload

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M: SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N: PROGRAMME OF WORKS

TENDERER TO ATTACH PROGRAMME OF WORKS
(Please use MS project Format)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

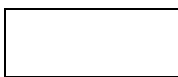
Employer

Witness 1

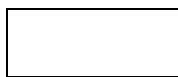
Witness 2

**FORM P: PROOF OF CERTIFICATE OF GOOD STANDING WITH
COMPENSATION COMMISSIONER**

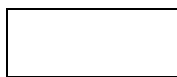
Affix Certified Proof of Good Standing with Compensation Commissioner on this page.



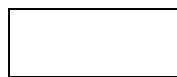
Contractor



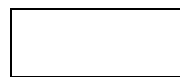
Witness 1



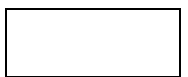
Witness 2



Employer



Witness 1

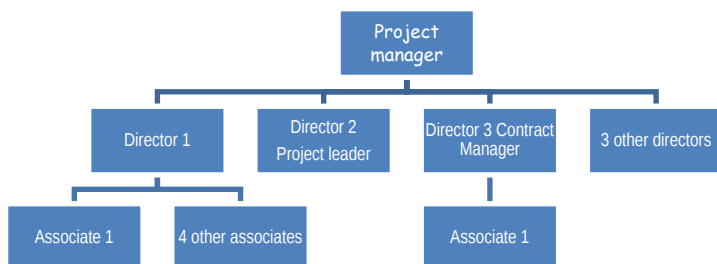


Witness 2

FORM Q: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

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



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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM R: CERTIFICATE OF INDEPENDENT BID DETERMINATION
(MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. 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:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SCM 005/2021/22 REHABILITATION OF DELAREYVILLE TAXI RANK

(Bid Number and Description)

in response to the invitation for the bid made by:

Tswaing Local Municipality

(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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 consortium³ 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.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S: DECLARATION OF TENDERER’S LITIGATION HISTORY

Note to tenderer:

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 005/2021/22

REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

C1 AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:.....

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

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

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

Signature(s)

Name(s)	

Capacity

--	--

For the tenderer

(Name and address of organisation)

Name & Signature
Of Witness

Name	Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement. Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the tenderer

(Name and address of organisation)

Name & Signature

Of Witness

Name

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 becomes the subject of agreements reached during the process of Offer and Acceptance; the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	
5	Subject	
	Details	
6	Subject	
	Details	

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s)

Name(s)

Capacity

(Name and address of Organisation)

Name & Signature
Of Witness

_____ Date _____

FOR THE EMPLOYER

Signatures (s)

Name(s)

Capacity

(Name and address of Organisation)

Name & Signature
Of Witness

_____ Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract Third Edition (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering.

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

PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is Tswaing Local Municipality
1.2.1.2	The address of the Employer is: P.O. Box 24 DELAREYVILLE 2770 Telephone: 053 948 1630 Facsimile: 053 948 1600
1.1.1.16	The name of the Engineer is TMA Consulting Engineers
1.2.1.2	The address of the Engineer is: 101 Anderson Street KLERKSDORP, 2571 Telephone : 082 814 8953 Facsimile : 086 600 8036
5.3.1	Health and Safety Plan, Initial Programme, Guarantee, Insurance and other relevant documents (e.g Acceptance, contractor staff)
5.3.2	Submission of documents within 14 days
5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays. The year end break commences on 14 December 2021 and ends on 14 January 2022 .
	The time to deliver the Deed of Guarantee is 14 days.
7	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
7	The liability of the guarantee shall be 10% .

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.3.1	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
12.2	The Contractor shall deliver his programme of work within 14 days .
8.6	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6	The limit of indemnity for liability insurance is R 5 Million
5.6	The Works shall be completed within 6 Months
5.13	The penalty for failing to complete the works is R 2 000.00 per day.
49.3	The limit of retention money is 10 % of every payment certificate.
53.1	The Defects Liability Period is 12 months.
	The variations to the General Conditions of Contract
4.5.2	Replace the term "Safety" with "Occupational Health and Safety"
49.6.1 to 4.9.6.3	Replace the term "Bank" with " Bank of Insurance Company"
55.1.8	Replace sub-clause with" The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
42.3.2	The additional clauses to the General Conditions of Contract are: Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof: $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ Where: V = Extension of time in calendar days in respect of the calendar month under consideration. Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded. Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month. Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	R_n = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information. For purposes of the Contract N_n, R_n, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site. If V is negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned. The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor $(R_w - R_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work. For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.
42	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 1: DATA PROVIDED BY THE CONTRACTOR

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

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

Clause	Data
1.8	The Contractor is:
1.2.2	Name: The Address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: E-mail:
37.2.2.3	The percentage allowance to cover overhead charges is

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

Project No: SCM 005/2021/22

REHABILITATION OF DELAREYVILLE TAXI RANK

WHEREAS

.....
at
.....
(Hereinafter referred to as "the Employer")
entered into, on the Day of2021, at
a Contract with
.....
at
.....
(Hereinafter called "The Contractor")
for the construction of
.....
.....

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

AND WHEREAS
.....
has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,
.....
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....
.....

IN WITNESS WHEREOF this guarantee has been executed by us at on
this..... day of 2021

As witnesses:

1..... Signature

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

Address

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 005/2021/22

REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 005/2021/22

REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

C2.1 PRICING INSTRUCTIONS

1. The Tender Data the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, 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 Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 005/2021/22

REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

C2.2 BILL OF QUANTITIES

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

ITEM NO	PAYM.REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION1				
1.1	1200A					
	8.3	FIXED CHARGE AND VALUE RELATED-RELATED ITEMS				
1.1.1	8.3.1	Contractual requirements for a project where the capital cost of the contract work is:	sum	1.00		
1.1.2	8.3.2	<u>Establish facilities on site</u>				
1.1.2.1	8.3.2.2	<u>Facilities for the service provider</u>				
		a) Offices and Storage sheds				
		(i) Office of 16 m2 floor area	sum	1.00		
		(iv) Storage shed of 36 m2 floor area	sum	1.00		
		b) Workshop				
		(i)With 36m2 floor area	sum	1.00		
		d) Living Accommodation	sum	1.00		
		<u>e)Ablution & Lacterine Facilities</u>				
		(i)at site office	sum	1.00		
		(ii)at construction site	sum	1.00		
		g) Water supplies , electric power and communications				
		(i)water supplies	sum	1.00		
		(ii) electrical power	sum	1.00		
		h) Dealing with water				
		j)Establishment of construction plant	sum	1.00		
		k) Occupational Health and Safety				
		(i) preparation of a health and safety plan	sum	1.00		
		(ii)Compilation of a risk Assessment prior to construction	sum	1.00		
		(iii)Health and Safety induction training of employees	sum	1.00		
		(iv)Compilation and the the keeping up to date of a health and safety file ,which shall include all	sum	1.00		
		(v)Implemmentation of the Health and safety plan over the entire construction period	month	4.00		
		(vi)Provision of safety Gear as per OHS Act	sum	1.00		
1.1.3	8.3.3	Other fixed charge obligations	sum	1.00		
1.1.4	8.3.4	Removal of site establishment	sum	1.00		
		TOTAL CARRIED FORWARD				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		TOTAL BROUGHT FORWARD				
1.2	8.4	TIME RELATED ITEMS				
1.2.1	8.4.1	Contractual requirement	sum	1.00		
1.2.2	8.4.2	Operations and maintainance of facilities on site				
1.2.2.1	8.4.2.2	Facilities for the services provider				
		a) Offices and storage sheds	months	4.00		
		(i)office of 16m2 floor area				
		(iv)storage shed m3	months	4.00		
		b)Workshop				
		(i)with 36m2 floor area	months	4.00		
		d) Living accomodation	months	4.00		
		e) Ablution Facilities				
		(i) at site office	months	4.00		
		(ii) at construction site	months	4.00		
		g) Water supplies, electric power and communications				
		(i) water supplies	months	4.00		
		(ii) electrical power	months	4.00		
		h) Dealing with water	months	4.00		
		i) Plant	months	4.00		
1.2.3	8.4.3	Supervisor for duration of construction month	month	4.00		
1.2.4	8.4.4	company and head office cost month	month	4.00		
1.2.5	8.4.5	other time related obligations				
		a)General	month	4.00		
		b)Survey and setting out cost	sum	1.00		
1.2.6		Community Liason Officer	Prov. Sum	1.00	28,000.00	28,000.00
1.2.7		Engineers requirements	Prov. Sum	1.00	150,000.00	150,000.00
		TOTAL SECTION 1 CARRIED TO SUMMARY				178,000.00
		SECTION 2				
2		EARTH WORK				
2.1	1200C	CLEARING AND GRUBBING				
2.1.2	8.2.1	removing rubbish, debris ,vegetation,hedges,bush,shrubsand trees and exceeding 200mm girth etc	m2	220.00		
2.1.3	8.2.1	removal of trees from 200mm to 500mm girth including grubbing of roots and backfilling of holes	ea	4.00		
2.1.4	8.2.9	transport materials and debris to unspecified sites and dump	m3.km	45.00		
2.2	1200DA	EXCAVATIONS				
2.2.1	8.3.1	removal topsoil to nominal depth of 150mm stockpile and maintain	m3	33.00		
2.2.2	8.3.2	Excavate for restricted foundations and footings in all materials and use for backfill or dispose	m3	50.00		
2.2.3	8.3.2b	extra -over item for 2.2.2	m3			
		a) intermediate excavation (prov)	m3	5.00		
		b)Hardrock excavation (prov)	m3	5.00		
2.3		Earth filling supplied by the contrator (G5 type) compacted 95% Mod Aashto density				
2.3.1		under floors , steps, paving etc	m3	50.00		
		Earth filling obtained from excavations compacted to 95 % Mod AASHTO dennsity				
2.3.2		Backfilling to trenches , holes , etc	m3	15		
		prescribed density test on filling				
2.3.3		modified AASHTO density test	no	5.00		
2.4		SOIL POISONING				
		soil insecticide				
2.4.1		under floors etsincluding forming and poisoning shallow furrow and ramming	m2	165.00		
2.4.2		to bottom of trenches	m2	16.00		
		TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 3				
3		CONCRETE ,FORMWORK AND REINFORCEMENT				
3.1	1200G	CONCRETE ,FORMWORK AND REINFORCEMENT				
		cost of test				
		<u>the cost of making , storing and testing concrete test cubes as required under clause 7 test of SABS 1200G shall include the cost of providing cube moulds necessary for submitting reports on the tests to the project manager.The testing shall be undertaken by an independent firm or approval of the project manager by the contractor to the approval of the project manager (Test cubes are measured separately)</u>				
		FORMWORK				
		Description of formwork shall be deemed to include ude and waste only (except where described as left in or permanent)for filling together in the required forms ,wedging , plumbing and ad fixing to true angels and surfaces as neccessary to ensure easy realese during stripping and for re-conditioning as neccessary before re-use				
		CONCRETE				
		prices for concrete in strip footings and filling to cavity of hollow walls are to include for working around steel reinforcng bars where applicable				
3.1.1		REINFORCED CONCRETE CAST AGAINST EXCAVATED SUIRFACESS				
		25 Mpa/19 concrete				
3.1.1.1		strip footing	m3	17.00		-
3.1.1.2		surface beds and thickening cast on waterproofing	m2	25		-
		TOTAL CARRIED FORWARD				
3.1.2		CONCRETE SUNDRIES				
		finishing top surfaces of the concrete smooth with a power float				
3.1.2.1		surface beds , slabs , top of beams ,etc	m2	165.00		-
		Finishing top surfaces of concrete smooth with a steel trowel				
3.1.2.2		surface bed ,slabs ,top of beams ,etc	m2	165.00		-
3.1.2.3		steel float:Tp of slabs to falls to outlets	m2	165.00		-
		sleeves				
3.1.2.4		50mm Upvc sleeves 300mm long ,through one brick wall	no	6.00		-
		TEST BLOCKS				
3.1.2.5		Marking and testing sets of three 150 x 150 x 150mm concrete strength test cube	no	2.00		-
3.1.3		MOVEMENT JOINTS ETC				
		Epansion joints with softboard betweee vertical concrete and brick surfaces				
3.1.3.1		12mm joints not exceeding 300mm high	m2	13.00		-
3.1.4		REINFORCEMENT				
		mesh reinforcement				
3.1.4.1		steel mesh reinforcement reference no.245 in concrete surfaces,beds etc including all laps bending ,cutting ,etc(Measured net)	m2	165.00		-
		TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 4				
4		MASONRY				
		BRICKWORK				
		where sizes in description are given in brick units "one brick " shall represent the length and the "half brick" the width of brick				
4.1		FOUNDATIONS				
		brickwork of NFX clay brick (14mpa nominal compressive strength) in class ii mortar				
4.1.		one brick walls	m2	51.00		-
4.2		FACE BRICKWORK				
		Corobrick (PC R 4 400/thou) clay face brick with flush joints (Similar to existing buildings or sandstone Travertine)				
4.2.1		face brick allowance	PC sum	1.00	80,000.00	80,000.00
4.2.2		markup on item 4.2.1 above	%		80,000.00	-
4.2.3		extra over brick work for the face brickwork externally	m2	126.00		-
4.2.4		extra over brick work for face brickwork in foundations (provisional)	m2	51.00		-
4.3		SUPER STRUCTURE				
		Brickwork of NFX clay bricks (14 Mpa nominal compressive strength) in class 11 mortar				
4.3.1		Half brick walls inside facebook	m2	126.00		-
4.3.2		One brick walls	m2	184.00		-
4.3.3		Half brick walls inside facebook	m2	51.00		-
		brickwork k reinforcement				
4.3.4		150mm wide brickwork reinforcement built in horizontally	m2	1,750.00		-
		prestressed fabricated lintels				
4.3.5		100x 70 mm Lintels in length not exceeding 3m	m2	25.00		-
		TOTAL CARRIED TO SUMMARY				
		SECTION 5				
5		WATERPROOFING				
		Waterproofing of roofs ,basement,etc shall be laid under a ten year guarantee .Waterproofing to roofs shall be l;aid to even falls to outlet etc, with necessary ridges ,hips and valleys. Description sheet or membrane waterproofing shall be deemed to include additional labour to turn ups and turn downs				
5.1		WATERPROOFING TO ROOFS BASEMENTS ETC				
5.1.1		one primer coat and one slurry coat "ABE" Duraslurry " or similar approved sementitious waterproofing slurry				
5.1.1.1		on sloping concrete slabs , plastered screeds plastered or bagwashed wall etc	m2	17.00		-
5.2		DAMPPROOFING OF WALLS AND FLOORS				
5.2.1		one layer of 375 micron "consol plastics Brick DPC embose damp proof course				
5.2.1.1		in walls	m2	17.00		-
5.2.2		one layer of 250 micron " consol plastics ,Gunplas USB Green waterproof sheeting sealed at laps with "Gunplas Pressure sensitive Tape				
5.2.2.1		undersurface	m2	165.00		-
5.3		JOINT SEALANTS ,ETC				
5.3.1		approved silicone pointing				
5.3.1.1		Between timber or aluminium frames and walls	m2	52.00		-
		"Thioflex 600 or similar approved polysulphide sealing compound including bond braeker backing cord , primer etc and raking out of joint filer as necessary				
5.3.1.2		12mm x 12mm Deep vertical expansion joints (provisional)	m2	70.00		-
		TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 3				
3		CONCRETE ,FORMWORK AND REINFORCEMENT				
3.1	1200G	CONCRETE ,FORMWORK AND REINFORCEMENT				
		<u>The cost of making , storing and testing concrete test cubes as required under clause 7 test of SANS 1200G shall include the cost of providing cube moulds necessary for submitting reports on the tests to the project manager.The testing shall be undertaken by an independent firm or approval of the project manager by the contractor to the approval of the project manager (Test cubes are measured separately)</u>				
		FORMWORK				
		Description of formwork shall be deemed to include ude and waste only (except where described as left in or permanent)for filling together in the required forms ,wedging , plumbing and ad fixing to true angels and surfaces as neccessary to ensure easy realese during stripping and for re-conditioning as neccessary before re-use				
		CONCRETE				
		prices for concrete in strip footings and filling to cavity of hollow walls are to include for working around steel reforcng bars where applicable				
3.1.1		REINFORCED CONCRETE CAST AGAINST EXCAVATED SUIRFACESS				
		25 Mpa/19 concrete				
3.1.1.1		strip footing	m3	17.00		-
3.1.1.2		surface beds and thickening cast on waterproofing	m2	25		-
		TOTAL CARRIED FORWARD				
3.1.2		CONCRETE SUNDRIES				
		finishing top surfaces of the concrete smooth with a power float				
3.1.2.1		surface beds , slabs , top of beams ,etc	m2	165.00		-
		Finishing top surfaces of concrete smooth with a steel trowel				
3.1.2.2		surface bed ,slabs ,top of beams ,etc	m2	165.00		-
3.1.2.3		steel float:Tp of slabs to falls to outlets	m2	165.00		-
		sleeves				
3.1.2.4		50mm Upvc sleeves 300mm long ,through one brick wall	no	6.00		-
		TEST BLOCKS				
3.1.2.5		Marking and testing sets of three 150 x 150 x 150mm concrete strength test cube	no	2.00		-
3.1.3		MOVEMENT JOINTS ETC				
		Epansion joints with softboard betwee vertical concrete and brick surfaces				
3.1.3.1		12mm joints not exceeding 300mm high	m2	13.00		-
3.1.4		REINFORCEMENT				
		mesh reinforcement				
3.1.4.1		steel mesh reinforcement reference no.245 in concrete surfaces,beds etc including all laps bending ,cutting ,etc(Measured net)	m2	165.00		-
		TOTAL CARRIED TO SUMMARY				-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 4				
4		MASONARY				
		BRICKWORK				
		where sizes in description are given in brick units"one brick " shall represent the length and the "half brick" the width of brick				
4.1		FOUNDATIONS				
		brickwork of NFX clay brick (14mpa nominal compressive strength) in class ii mortar				
4.1.		one brick walls	m2	51.00		
4.2		FACE BRICKWORK				
		Corobrick (PC R 4 400/thou) clay face brick with flush joints (Similar to existing buildings or sandstone Travertine)				
4.2.1		face brick allowance	PC sum	1.00	80,000.00	80,000.00
4.2.2		markup on item 4.2.1 above	%		80,000.00	
4.2.3		extra over brick work for the face brickwork externally	m2	126.00		
4.2.4		extra over brick work for face brickwork in foundations (provisional)	m2	51.00		
4.3		SUPER STRUCTURE				
		Brickwork of NFX clay bricks (14 Mpa nominal compressive strength) in class 11 mortar				
4.3.1		Half brick walls inside facebook	m2	126.00		
4.3.2		One brick walls	m2	184.00		
4.3.3		Half brick walls inside facebook	m2	51.00		
		brickwork k reinforcement				
4.3.4		150mm wide brickwork reinforcement built in horizontally	m2	1,750.00		
		prestressed fabricated lintels				
4.3.5		100x 70 mm Lintels in length not exceeding 3m	m2	25.00		
		TOTAL CARRIED TO SUMMARY				
		SECTION 5				
5		WATERPROOFING				
		Waterproofing of roofs ,basement,etc shall be laid under a ten year guarantee .Waterproofing to roofs shall be ;aid to even falls to outlet etc, with necessary ridges ,hips and valleys. Description sheet or membrane waterproofing shall be deemed to include additional labour to turn ups and turn downs				
5.1		WATERPROOFING TO ROOFS BASEMENTS ETC				
5.1.1		one primer coat and one slurry coat "ABE" Duraslurry " or similar approved sementitious waterproofing slurry				
5.1.1.1		on sloping concrete slabs , plastered screeds plastered or bagwashed wall etc	m2	17.00		
5.2		DAMPPROOFING OF WALLS AND FLOORS				
5.2.1		one layer of 375 micron "consol plastics Brick DPC embose damp proof course				
5.2.1.1		in walls	m2	17.00		
5.2.2		one layer of 250 micron " consol plastics ,Gunplas USB Green waterproof sheeting sealed at laps with "Gunplas Pressure sensitive Tape				
5.2.2.1		undersurface	m2	165.00		
5.3		JOINT SEALANTS ,ETC				
5.3.1		approved silicone pointing				
5.3.1.1		Between timber or aluminium frames and walls	m2	52.00		
		"Thioflex 600 or similar approved polysulphide sealing compound including bond braeker backing cord , primer etc and raking out of joint filer as necessary				
5.3.1.2		12mm x 12mm Deep vertical expansion joints (provisional)	m2	70.00		
		TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 6				
6		ROOF COVERINGS				
		PROFILED METAL SHEETING AND ACCESSORIES				
		Brownbuilt 0.58mm thick interlocking roof sheeting with prepainted Globalcoat fixed to steel purlins using clips screws all as per manufacturers specifications				
6.1		Roof covering with 24 degrees pitch	m2	210.00		-
6.2		Roof coverings side cladding	m2	20.00		-
6.3		Facis boards 528mm wide	m2	30.00		-
		TOTAL CARRIED TO SUMMARY				-
		SECTION 7				
7		CARPENTRY AND JOINERY				
		DOORS				
		heavy duty meranti veneer horizontal slatted double sided door hung to frame				
7.1		Double door and frame size 1557 x 2100mm	no	2.00		-
		TOTAL CARRIED TO SUMMARY				-
		SECTION 8				
8		IRON MONGERY				
		Finishes to ironmongery				
		Where applicable finishes to ironmongery are indicated by suffixes in accordance with the				
		CH-Chromium plated				
		Sc -Satin Chromium plated				
		SE-Silver enamelled				
		GE-Grey enamelled				
		AS-Anodised silver				
		AB-anodised bronze				
		AG-Anodised black				
		ABL_ Anodised black				
		PB-Polished brass				
		PT-Epoxy coated				
8.1		HINGES BOLTS ,ETC				
		UNION				
8.1.1		10 X 75 MM Ball bearing butt hinges (code 8352-100/SS2)	no	12.00		-
8.2		LOCKS				
8.2.1		3-lever upright mortice lock (code 2277-78)	no	2.00		-
8.3		HANDLES				
		union				
8.3.1		stainless steel lever handle set rose with keyhole escutcheon (code 6240-24SS)	no	2.00		-
8.4		FITTINGS				
8.5		SUNDRIES				
		union				
8.5.1		door stop , plugged (code 87001SS)	no	4.00		-
		TOTAL CARRIED TO SUMMARY				-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9		STRUCTURAL STEELWORK				
		TRADE NAMES				
		items ,materials or methods to be used specified by trade names or catalogue numbers are only an indication of the quality required.Items materials or methods of similar quality maybe used with prior written approval from the project manager				
		DESCRIPTION				
		description of structural steelwork shall be deemed to include preparations of shop detail ,drawings,fabrication , protective treatment and erection , including all welding holes ,back bolts , nuts , washers ,riverts ,packagings etc				
		PROTECTION AGAINST CORROSION				
		prices for structural steelwork are to include for corrosion protection as PW 371 clause 18.9.1 (a) (b) and (d) .see paintwork" for 18.9.1(c) all steel sections are to by cut to correct size and to hot dip galvanising ,prices are to include for touching up with cold galvanising wherre frames have to be welded on site				
		BOLTS				
		desription of bolts shall be deemed to include nuts and washers				
		description of L-shaped and U-shaped anchor bolts shall be deemed to include bending , threading ,nuts and washers and embedding in concrete				
		descriptio of expansion anchors and bolts and chemical anchors and bolts shall be deemed to nuts and washers and mortices in brickwork or concrete.				
		metalwork described as holed for bolts shall be deemed to exclude the bolts shall be deemed to exclude the bolts unless otherwise described				
		HOISTING IN POSITION				
		description of structural steelwork shall include holsting and fixing in position of structural steel members 6m above bearing level				
9.1		STEEL TRUSSES				
9.1.1		100 X 100 X 8X 12,2KG/M angle iron Trusses	t	9.30		
9.2		PURLINS, BRACING ,ETC				
		purlins bolted to steel				
9.2.1		lipped channel section purlins ,size 75 x50 x 20 x 2mm	t	0.80		
9.2.2		50 x 50 x 3mm mild steel equal angle bracing cross bracing , etc to bolted to columns , trisses etc (provisional)	t	0.50		
9.3		SUNDRY STEEL WORKS				
		welded bracing ,brackets ,baseplates ,coupling flanges ,etc				
9.3.1		Sundry steel allowances for L-shape fixing lugs , base plates , flanges including welding , drilling of holes , mitres ,etc (provisional)	kg	150.00		
		erection bolts , expansion bolts ,etc to structural steel				
9.3.2		High tensile bolts (provisional)	kg	23.00		
9.4		PAINTING				
		prepare surface ,touch ups primer and apply one universal undercoat intermediate coat (minimum dry film thickness 25 micron) and two coats eggshell enamel paint (minimum dry film thickness 25 micron per coat)				
9.4.1		General surface of structural shell	m2	130.00		
		TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 10				
10		METAL WORK				
		Descriptions of bolts shall be deemed to include nuts and washers				
		Description of expansion and chemical expansion bolts shall be deemed to include nuts washers and morties in brick or concrete				
		The effective fixing length of expansion and chemical expansion bolts is the thickness of material being fixed to the masonry surface Metal work described as the holed for bolts shall be deemed to exclude the bolts unless otherwise described				
10.1		ALUMINIUM DOORS AND WINDOWS				
		windows , doors ,etc , shall be manufactured by an approved firm of specialist and shall be of the best quality material and workmanship and approved design , Windows, Doors etc, shall meet with the minimum recommended performance requirements as per set out by the manufactures of South Africa (AAMSA) and NBRI SANS 10400 -N-2006 code of practice with regards to excessive wind load stability, profiles , glass thickness etc.				
		The sub-contractor is to submit all relevant certificates regarding glazing , windows frames , powder, glass thickness , etc.				
		The size given are approximate , Reference must be made to drawings for pricing guidelines and constructed openings for exact sizes and details				
		Rates for Windows and Doors shall be deemed to include for glass and ironmongery as described setting up, fixing in position , sealing , sealing strips , glazing beads , threshold , hardwood subframes , protection against damage , deterioration or covering with temporary casings or motor oil and for removing same on completion drawingd, etc				
		Natural anodised aluminium , 340 casement system filled in with 6.38mm thick clear laminated safety glass , purpose made projected top-hung open-out aluminium window with 12 x 12 mm purpose made burglar guards at 150mm cc to opening sections				
10.1		window size , 883 x 970mm high (PTT type)	no	14.00		-
		TOTAL CARRIED TO SUMMARY				-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 11				
11		PLASTERING				
11.1		INTERNAL PLASTER				
		steel floated one coat cement plaster on brickwork				
11.1.1		on walls	m2	150.00		-
11.1.2		on narrow widths	m2	3.00		-
11.2		EXTERNAL PLASTER				
		wood floated one coat cement plaster				
11.2.1		on walls in foundations	m2	50.00		-
11.2.2		on walls	m2	80.00		-
11.2.3		on brick piers	m2	5.00		-
11.2.4		on narrow widths	m2	5.00		-
11.3		CEMENT PLASTER ON BRICKWORK				
11.3.1		on sloping top edge and projecting soffit of sills and threshold with 230mm girth	m2	56.00		-
		TOTAL CARRIED TO SUMMARY				-
		SECTION 12				
12		TILLING				
		Description				
		unless described as fixed with adhesive to plaster (plaster elsewhere) description of tilling on brick or concrete walls ,olumns etc shall be deemed to include 1:4 cement plaster backing and be deemed to include 1:3 plaster bedding				
12.1		on floors and landing	m2	180.00		-
12.1.2		100mm high cut tile skirting	m2	56.00		-
		TOTAL CARRIED TO SUMMARY				-
		SECTION 13				
13		PLUMBING AND DRAINAGE				
		uPVC pipes and fittings				
		Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings				
		Soil waste and vent pipes and fittings shall be solvent weld jointed				
		Exposed concrete surfaces				
		Exposed surfaces of concrete stormwater channels ,coberslabs ,inspection eye marker slabs ,gully tops ,cleaning eye tops , catch pits , inspection chambers , etc shall be finished smooth with plaster				
		Excavations				
		No claim for rock excavation will be entertained unless the contractor has timeously notified the project manager thereof prior to backfilling				
		"Soft Rock" and "Hard rock" shall be as defined in "Earthwork"				
13.1		RAIN WATER DISPOSAL				
		0,8mm Galvanised sheets iron				
13.1.1		200 x 150mm Eaves gutters	m	40.00		-
13.1.2		Extra over 200 x 150mm eaves gutters for outlet for 125mm pipe	no	6.00		-
13.1.3		125mm Diameyer rainwater pipes	m	20.00		-
13.1.4		Extra over 125mm diameter rainwater pipe for shoe	no	6.00		-
13.2		FIRE APPLIANCES ETC				
		Chubb				
13.2.1		4,5 carbon dioxide fire extinguisher complete with 520 x 115 x 22mm thick timber backboard plugged to wall and varnished	no	4.00		-
		TOTAL CARRIED TO SUMMARY				-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 14				
14		CEILINGS				
		Proprietary suspended ceilings				
		NOTE:				
		electrical light fittings ,diffusers ,panels etc, generally are lay in units of the same dimensions as the suspension grid described and allowance must be made according for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)				
		pre-painted 600 x 600 x 6mm acoustic ceiling boards on Donn white pre- painted exposed tees , necessary hangers ,grid , etc				
14.1		Ceilings suspended not exceeding 1m below truss bottoms at approximately 1,4m centres	m2	180.00		
14.2		Extra over ceilings for openings for 600mm x 600mm light fitting (provisional)	ea	16.00		
14.3		Extra over ceiling for opening for 600mm x 600mm for ventilation /Air conditioning diffuser (provisional)	ea	8.00		
		TOTAL CARRIED TO SUMMARY				
		SECTION 15				
15		PAINT WORK				
15.1		ON FLOATED PLASTER				
		one coat wall primer , one filler coat and two coat acrylic PVA				
15.1.1		on internal walls	m2	153.00		
		one coat surface restorer ,one coat primer and two coat external quality acrylic paint				
15.1.2		on walls	m2	80.00		
15.2		ON SMOOTH CONCRETE				
		one coat primer and two exterior quality PVA emulsion paint				
15.2.1		concrete beams, columns, etc	m2	5.00		
15.3		ON WOOD				
		prepare and apply three coats "Silkwood M2 specBrown " Varnish ,sanding lightly between layers				
15.3.1		on Doors	m2	14.00		
15.4		ON METAL				
		Spot priming defects in pre primed surfaces with Zinc chromate primer applying one undercoat and two coat high gloss enamel paint on steel				
15.4.1		on doors frames	m2	5.00		
		TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 16				
16		EXTERNAL WORK				
16.1		PAVING				
		Compaction of surfaces				
16.1.1		Compaction of ground surface under floors etc including scarifying for a depth of 150mm breaking down oversize material adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	450.00		
		Earth filling supplied by the contractor compacted to 95% Mod AASHTO density				
16.1.2		under floors, steps, paving, etc	m2	30.00		
		Soil insecticide				
16.1.3		under paving	m2	450.00		
		prescribed density tests on filling				
16.1.4		Modified AASHTO density test on filling	no	2.00		
		paving of concrete bond brick "paving bricks with butt joints on 25mm thick river sand and cement mixture swept into joints and hosed down including preparations of grout or filling				
16.1.5		60mm thick paving in stretcher bond	m2	450.00		
16.1.6		200mm Edging on and including 200 x 100 mm thickening reinforced concrete bedding including excavation, formwork, etc	m2	450		
		Demolition of existing structures				
16.1.7		Single story building with pitched roof 232m ² on plan and 2.7m high at eaves comprising foundations, concrete surface bed, one brick external walls and IBR iron roof covering on timber trusses.	No	1.00		
		CLEAR AND GRUBBING				
16.1.8		Clear and Grubbing	Ha	1.00		
		CONCRETE KERBING, CONCRETE CHANNELING				
16.1.9		Figure 3	m	100.00		
16.2.0		Figure 7	m	100.00		
16.2.1		Figure 8	m	100.00		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		MASS EARTHWORKS				
16.2.2		Cut and borrow to fill including all haul	m3	70.00		-
		Cut to spoil, including all haul. Material obtained from				-
		:				-
16.2.3		a) Soft excavation	m3	45.00		-
16.2.4		b) Intermediate excavation	m3	15.00		-
16.2.5		c) Hard rock excavation	m3	10.00		-
						-
		Road preparation and the compaction of material				-
16.2.6		b) Roadbed preparation and the compaction of material	m3	80.00		-
						-
		Insitu treatment of roadbed				-
16.2.7		a) In situ treatment by ripping	m3	80.00		-
						-
		PAVEMENT LAYERS OF GRAVEL MATERIAL				-
						-
		Pavement layers constructed from gravel obtained from commercial sources				-
		a) Gravel selected (unstabilised gravel) layer compacted to:				-
16.2.8		i) 95% of modified AASHTO density, layer thickness 150mm (G5)	m3	80.00		-
		b) Gravel subbase (chemically stabilised material) compacted to:				-
16.2.9		i) 95% of modified AASHTO density, layer thickness 125mm (C4)	m3	80.00		-
16.3.0		ii) 95% of modified AASHTO density, layer thickness 150mm (C4)	m3	80.00		-
16.3.1		Subbase layer 125mm	m3	80.00		-
16.3.2		Subbase layer 150mm	m3	80.00		-
16.3.3		CEM II	t	10.00		-
16.3.4		Curing by covering with the subsequent layer	m2	500.00		-
						-
		CRUSHED-STONES BASE				-
16.3.5		Constructed from type G2	m3	5.00		-
16.3.6		Constructed from type G2	m3	5.00		-
						-
		BREAKING UP EXISTING PAVEMENT LAYERS				-
16.3.7		Material to be disposed exceeding 30mm	m2	50.00		-
16.3.8		Non- cemented material	m3	80.00		-
						-
		PATCHING AND REPAIRING EDGES BREAKS				-
16.3.9		Sawing asphalt not exceeding 50mm	m2	60.00		-
16.4.0		Asphalt base	ton	5.00		-
						-
		PRIME COAT				-
16.4.1		Invert bitumen emulsion	L	50.00		-
						-
		ASPHALT BASE AND SURFACING				-
16.4.2		Tack coat of 30% stable grade emulsion	L	50.00		-
16.4.3		60/70 Penetration-grade bitumen	L	50.00		-
16.4.4		100mm cores and asphalt paving	No	1.00		-
16.4.5		40mm nominal thickness	ton	5.00		-
						-
		ROAD SIGNS AND TRAFFIC SIGNALS				-
16.4.6		Area not exceeding 2m2	m2	5.00		-
16.4.7		Class I	m2	5.00		-
16.4.8		Class II	m2	5.00		-
16.4.9		Class III	m2	5.00		-
16.5.0		76mm diameter and 2mm wall thickness	m	50.00		-
16.5.1		Excavation and backfilling	m3	1.00		-
16.5.2		Extra over item above	m3	1.00		-
						-
		ROAD MARKING				-
16.5.3		100mm wide	km	0.50		-
16.5.4		150mm wide	km	0.50		-
16.5.5		White lettering and symbols	m2	8.00		-
16.5.6		Yellow lettering and symbols	m2	3.00		-
16.5.7		Transverse lines	m2	2.00		-
						-
		TOTAL CARRIED TO SUMMARY				-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		SECTION 17				
17		PROVISIONAL SUMS /BUDGETORY ALLOWANCES				
		NOTE: The following prvisional sums are for work to be carried out by nominated or selected sub-contractor				
		NOTE: Tenderes are referred to the defintion of general attendance on nominated or selected sub-contractors				
		NOTE: All provisional and prime cost sums are NET i.e there is no cash discount				
17.1		BOARDROOM TABLES AND CHAIRS				
17.1.1		Allow the provisional sum of R90,000.00 (Ninety Thousand rands) NET for table, chairs ,etc	sum	1.00	90,000.00	90,000.00
17.1.2		add for profit on item 17.1.1	%	90,000.00		-
17.1.3		Allow for attendance on item 17.1.1	%	90,000.00		-
17.2		ELECTRICAL CONNECTION ,RETICULATION INSTALLATION ,SECURITY ,AIRCONDITIONING AND LIGHT FITTINGS				
17.2.1		Allow the provisional sum of R370 000.00 (Three hundred and seventy thousand rands) NET for electrical installation, connection ,light fittings,airconditioning including sleeves ,etc to be executed by a sub-contractor	sum	1.00	370,000.00	370,000.00
17.2.2		Add for profit on item 17.2.2	%	370,000.00		-
17.2.3		allow for attendance on item 17.2.2	%	370,000.00		-
17.3		SIGNAGE				
17.3.1		provide the amount of R15 000 (Fifteen thousand Rands) for signage installation suplied and installed complete	sum	1.00	15,000.00	15,000.00
17.3.2		add for profit on item 17.3.1	%	15,000.00		-
17.3.3		allow for attendance on item 17.3.1	%	15,000.00		-
17.4		TURNSTILES				
17.4.1		Provide the amount of R225 000.00 (Two hundred and twenty five thousand rands) for Turntiles installation, complete with bases ,etc and installed complete	sum	1.00	225,000.00	225,000.00
17.4.2		Add for profit on item 17.4.2	%	225,000.00		-
17.4.3		Allow for attendance on item 17.4.2	%	225,000.00		-
17.5		HAWKER STALLS				
17.5.1		Provide the amount of R200 000.00 (Two hundred thousand rands) for Hawker Stalls installation, complete with bases ,etc and installed complete	sum	1.00	200,000.00	200,000.00
17.5.2		Add for profit on item 17.5.2	%	200,000.00		-
17.5.3		Allow for attendance on item 17.5.2	%	200,000.00		-
17.5		BUDGETORY ALLOWANCE				
17.5.1		Allow budgetory sum of R5 000.00 (Five thousand rand) for the location ,disconnection ,removal and,/or re-laying of existing underground services (all works to be approved and inspected by the Resident Engineer ,Prior to commencement thereof)	sum	1.00	5,000.00	5,000.00
17.5.2		Allow the budgetory sum of R30 000.00 (Thirty thousand rand) for the supply and installation of security measures (all works to be approved and inspected by the Resident Engineer , prior to commencement thereof)	sum	1	30,000.00	30,000.00
17.5.3		Allow the budgetory sum of R60 000.00 (Sixty thousand rand) for acceptance control testing	sum	1	60,000.00	60,000.00
		TOTAL CARRIED TO SUMMARY				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY OF SCHEDULE OF QUANTITIES FOR NEW BOARD ROOM					
SCHEDULE	DESCRIPTION				AMOUNT
SCHEDULE 1	PRELIMINARIES AND GENERAL				-
SCHEDULE 2	EARTHWORKS				-
SCHEDULE 3	CONCRETE ,FORMWORK AND REINFORCEMENT				-
SCHEDULE 4	MASONARY				-
SCHEDULE 5	WATERPROOFING				-
SCHEDULE 6	ROOF COVERINGS				-
SCHEDULE 7	CARPENTRY AND JOINERY				-
SCHEDULE 8	IRON MONGERY				-
SCHEDULE 9	STRUCTURAL STEEL WORK				-
SCHEDULE 10	METAL WORK				-
SCHEDULE 11	PLASTERING				-
SCHEDULE 12	TILING				-
SCHEDULE 13	PLUMBING AND DRAINAGE				-
SCHEDULE 14	CEILING				-
SCHEDULE 15	PAINT WORK				-
SCHEDULE 16	EXTERNAL WORK				-
SCHEDULE 17	PROVISIONAL SUMS /BUDGETORY ALLOWANCES				-
	SUB TOTAL (A)				-
	CONTEGENCIES (5% OF SUB TOTAL A) the sum provided here is under the sole control of the Engineer and may be deducted in whole or in part				-
	SUB TOTAL (B)				-
	VALUE-ADDED TAX (VAT) (15%ON SUB TOTAL (B)				-
	TOTAL TENDER AMOUNT				-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 005/2021/22

REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

C3 SCOPE OF WORK

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3rd edition) are applicable.

C 3.1 DESCRIPTIONS OF WORKS

The work to the new taxi facility comprises mainly of improvements to the existing soil conditions; undercover taxi drop-off facility; offices for the management of the taxi facility; undercover trading store areas; carwash facility; landscaping and flood lighting.

C3.1.1 Client's Objective

- Enforcing CIDB regulatory statutes
- Creating work for local community
- Technical training for local community
- Deliver public infrastructure using labour intensive methods

C3.1.3 Extent of the Works

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

- Site establishment and disestablishment (Preliminary & General);
- Building works
 - o Undercover trading areas
 - o Office facility
 - o Public ablution facility
 - o Storeroom facility
 - o Refuse bin facility

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Landscaping
 - o Grassing
 - o Benches
 - o Tress
 - o Bollards
 - o Non-permeable and permeable paving
- Civil Works
 - o Bulk earthworks - Removal of unsuitable soil to a depth as recommended by the engineer, and replaced with suitable material from commercial sources.
 - o Fire reticulation
 - o Sewer, water and Stormwater reticulation
 - o Layerworks for roads and paving
 - o Roads and paving
 - o Fencing
- Electrical Works
 - o Connection to bulk supply
 - o Internal and external reticulation
 - o Floodlighting
 - o Distribution boards, power points, light switches, light fittings, power skirting, etc to buildings and undercover taxi drop off area.

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

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

C3.1.3 Location of the Works

The project is situated in the town of Delareyville, in Tswaing Local Municipality. Tswaing Local Municipality is category B municipality situated in Ngaka Modiri Molema District Municipality in the North West Province. The municipality is one of the five local municipalities located in the Ngaka Modiri Molema District

The geographical co-ordinates of the taxi rank are:

Latitude: 26°41'22.16"S

Longitude: 25°27'16.88"E

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.4 Construction program

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Tenderers shall submit with their tender their **preliminary weekly programme for the construction** of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

C3.1.5 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C3.2.2 Drawings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The following drawings are applicable to this contract (for tendering purposes only):

Drawing No. TLM-051-02-001-T-00 : Key Plan Layout

The applicable drawings mentioned above are attached at the end of this section (C3 – Scope of Work).

C3.3 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Tswaing Local Municipality and The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) (Available on www.cidb.co.za).

C3.4 SUB-CONTRACTING

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 38 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract Third Edition (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C3.5 CONSTRUCTION

C3.5.1 WORKS SPECIFICATIONS

C3.5.1.1 Applicable Standardized and Particular Specifications

Refer to “C3.1.3 EXTENT OF WORKS” for the defining of the scope of works to which the following specification will be applicable.

For purposes of “Preliminary & General”, “Building Works” and “Landscaping”

- Site establishment and disestablishment (Preliminary & General)

Preliminaries, JBCC Series 2000, May 2005, as published by the Association of South African Quantity Surveyors shall be applicable to the contract.

- Building work and Landscaping

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be applicable to the contract.

Please note that both documents are not issued with this document, but available at the Contractor's expense from Association of South African Quantity Surveyors, Suite G6, Building 27, Thornhill Office park, Bekker Road, Vorna Valley Ext 21, Midrand.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

For purposes of “Civil Works” and “Electrical Works”

The following Standard and Particular Specifications and corresponding Project Specifications are applicable:

Specification			Page
Standard and particular	Project Specific	Description	
SANS 1200 A	PSA	General	
SANS 1200 AB	PSAB	Employer's Agent's office	
SANS 1200 C	PSC	Site clearance	
SANS 1200 D	PSD	Earthworks	
SANS 1200 DB	PSDB	Earthworks (Pipe Trenches)	
SANS 1200 GA	PSDM	Roads, Subgrade	
SANS 1200 L	PSLB	Bedding (pipes)	
SANS 1200 LD	PSLD	Medium – pressure pipelines	
SANS 1200 LE	PSLE	Stormwater drainage	
SANS 1200 M	PSM	Roads	
SANS 1200 ME	PSME	Sub base	
SANS 1200 MH	PSMH	Asphalt Base and surfacing	
SANS 1200 MJ	PSMJ	Segmented paving	
Particular Specs		Occupational Health and Safety Specifications by Employer	

SANS 1200 - Standardized Specifications for Civil Employer's Agent Construction*

Please note that this is not issued with this document, but available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

The term "project specification" must be replaced by "Scope of Works" wherever it appears in these standardized specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3.5.3 Construction Equipment

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C 3.5.4 Existing Services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.5 Site Establishment

- Source of Water Supply
- Sources of power supply
- Location of camp and depot
- Temporary offices
- Laboratory facilities
- Sanitary facilities
- Name Boards

Two name boards shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

- Survey assistant and equipment

C3.5.6 Site Usage

- Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

▪ Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

▪ Blasting

As the construction takes place within a built up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

▪ Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (f) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
- (i) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (k) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

3.5.7 Permits and Way leaves

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.6 MANAGEMENT

C3.6.1 Management of the Works

- Planning and programme

The Contractor shall deliver to the Engineer within **14** days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is R **2000.00** per day.

- Setting out of the works

Generally the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

▪ Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

▪ Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Local Municipality; area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be determined by the Department of labour guidelines. This will be payable by the Contractor on a monthly basis. The Contractor's attention is drawn to the standard rates specification ("*Annexure A*" – *Civil Engineering Industry Minimum Wage rates per hour*;) found on the SAFSEC website at www.safcec.org.za. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

▪ Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be addressed accordingly and the Contractor will receive proper instructions with reference to this matter.

▪ Communication

The Engineer's representative on this project will be: **T Mabokatshaba**

Contact No: **082 814 8953**

The contact person for the Employer is: **G. Moipolai**

Contact No: **053 948 0787/0073**

▪ Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

▪ Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

▪ Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

▪ Clearance of site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

▪ Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 9 of the General Conditions of Contract for Construction Works Second Edition (2010), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.7 HEALTH AND SAFETY

▪ Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

▪ Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Local Municipality. All work is to be to the satisfaction of the Engineer.

▪ Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property or injury or death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.8 PROJECT SPECIFICATIONS

PSA GENERAL

PSA1 QUALITY (CLAUSE 3.1)

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA2 PLANT (CLAUSE 4.3)

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Scope of Works to be constructed using labour intensive construction methods.

PSA3 SITE FACILITIES

PSA3.1 SITE FACILITIES AVAILABLE

PSA3.1.1 Contractor's Camp

A Site will be made available by the Employer for the Contractor's camp and depot.

PSA3.1.2 Source of Water Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipework, storage tanks, transport and other items associated with the supply of water for the Works.

Water can be provided by Tswaing Local Municipality. The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works.

Water for filling, testing and disinfecting the pipelines and structures will be made available by the Employer at no cost to the Contractor. However, should the pipelines and/or structures have to be drained and refilled due to defective materials or workmanship by

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the Contractor or by his subcontractors, then the water required for refilling shall be made available at the cost of the Contractor.

PSA3.1.3 Source of Power Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

Tswaing Local Municipality is the power supply authority in the area. The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

PSA3.1.4 Housing

The Contractor shall be permitted to house Key Personnel only within his camp site(s). At the commencement of the Contract, the Contractor shall inform the Engineer of his intentions regarding the housing of Key Personnel on Site, and he shall thereafter ensure that all such accommodation is kept neat and tidy, hygienic and properly controlled at all times. Should at any stage of the Contract the Employer and/or the Engineer be of the opinion that the housing of Key Personnel within the camp site(s) of the Contractor is causing disturbance or inconvenience to the landowner or to nearby residents, then the authority granted by this clause for the Contractor to house Key Personnel on Site may be withdrawn, either partially or entirely.

The Contractor shall at all times conform with all requirements contained in law or bylaws, as well any other requirements set by the controlling local authority.

PSA3.2 SITE FACILITIES REQUIRED

PSA3.2.1 For the Contractor

Whatever may be required for the satisfactory execution of the Contract.

PSA3.2.2 For the Engineer

As specified under Section PSAB.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA3.2.3 Sanitary facilities

Water borne sewerage is not available at the Engineer's camp site. Chemical toilets shall be provided and maintained for the use of the Contractor's personnel at all camp sites that the Contractor may establish for construction of the Works. In addition, the Contractor shall at all times during construction of the Works provide adequate sanitary facilities on site so that all employees are at all times within easy reach of sanitary facilities.

**PSA4 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS
(CLAUSE 8.2.2)**

PSA4.1 Replace the note on the end of the clause with the following:

Note: An approved extension of time will qualify the Contractor to receive additional payment for each relevant time related item at the original tendered unit rate for such item. The additional payment will be calculated pro rata to the extension of time in relation to the time for achieving Practical Completion for the Works at the date when the agreement came into effect.

PSA4.2 Should the Time for Completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Conditions of Contract, adjustment to the total for time-related preliminary and general items will be applicable as specified in Clause PSA4.1.

PSA5 HEALTH AND SAFETY

The maintenance of safe work practice at all times and in all sections of the execution of the works is embedded in the day to day site activities of all the Contractor's management, staff and workforce on the contract.

However, the introduction of the Construction Regulations in 2014 requires from the Employer to ensure that the Contractor has made adequate provision for the execution of the works within the specifications of said regulations. The following items have been identified as critical towards ensuring the minimum standards of safe work practice:

It must be noted that the lists below are not exhaustive and that many items have been traditionally priced by the Contractor as an integral part of his Preliminary and General items or as part of the overhead costs of other items. The tender document, although not detailed with regards the Construction Regulations, requires that the Contractor ensures adherence to the Occupational Health and Safety Act (Act 85 of 1993) the Construction Regulations, 2014.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA5.1 FIXED-CHARGE ITEMS

Add the following new Clause (Clause 8.3.5):

	<u>Unit</u>
Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification.	Sum

The fixed charge item shall include but shall not be limited to the following:

- Preparation of Health and Safety Plan,
- Establishment of Health and Safety File,
- Health and Safety Training
- Personal Protective Clothing and Equipment
- Fences, Signs and Barricades
- Establishment of Safety Administration
- Other Health and Safety Fixed-charge Obligations

PSA5.2 TIME-RELATED ITEMS

Add the following new Clause (Clause 8.4.6):

	<u>Unit</u>
Compliance with the Occupational Health and Safety Act. (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification.	Sum

The time related item shall include but shall not be limited to the following:

- The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
- Updating the Health and Safety Plan as needed,
- Carrying out of periodic own audits and follow-up audits,
- Compiling ongoing risk assessments and risk assessment reports as required by the Works,
- Convening of regular safety meetings with the Safety Representatives,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
- Implementation and maintenance of Training
- Maintenance of personal protective clothing and equipment
- Maintenance of fences, signs and barricades
- Implementation and maintenance of safety administration
- Other Health and Safety Time-related Obligations

PSA6 ENVIRONMENTAL MANAGEMENT PLAN

The Contractor shall comply with all the conditions of the Record of Decision and the Environmental Management Plan bound into Annexure B (Section C3.5.3).

PSA6.1 FIXED-CHARGE ITEMS

Add the following Clause (Clause 8.3.6):

	<u>Unit</u>
Compliance with Environmental Management Plan and Record of Decision	Sum

The sum tendered shall cover all costs, overheads, profits and charges incurred in complying with all the conditions of the Environmental Management Plan and Record of Decision bound into Section C3.5.3.

PSA6.2 TIME-RELATED ITEMS

Add the following Clause (Clause 8.4.7):

	<u>Unit</u>
Compliance with Environmental Management Plan and Record of Decision	Sum

The sum tendered shall cover all costs, overheads, profits and charges incurred in complying with all the conditions of the Environmental Management Plan and Record of Decision bound into Section C3.5.3.

PSA7 SUMS STATED PROVISIONALLY (CLAUSE 8.5)

PSA7.1 CONTINGENCIES

A Provisional Sum shall be included in the Summary of Schedules for contingencies. No

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

percentage mark-up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of the Conditions of Contract.

PSA7.2 CONTRACT PRICE ADJUSTMENT

A Provisional Sum shall be included for Contract Price Adjustment in the Summary of Schedules to make provision for contract price adjustment in terms of the Conditions of Contract. The value of the Provisional Sum shall be based on the percentage of the subtotal value as specified in the Summary of Schedules. No percentage mark-up will be applicable to any payments made in this regard.

PSA7.3 SALARY FOR LABOUR DESK OFFICER AND COMMUNITY LIAISON OFFICER

A Provisional Sum has been included in Schedule 2 for a salary to be paid to the Labour Desk Officer and Community Liaison Officer.

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the amount to be paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

PSA7.4 ARTISANS AND SKILLS TRAINING

A Provisional Sum has been included in Schedule 2 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

PSA7.5 TELEPHONE CALLS AND RENTAL

A Provisional Sum has been included in Schedule 2 for telephone calls and facsimile transmissions for the Engineer's Representative. The Engineer's representative will provide his own cellular telephone for the contract. Payment will be based on call and rental costs, but excluding any deposits and installation costs which shall be priced under the preliminary and general items.

In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA7.6 ACCEPTANCE CONTROL TESTING

A Provisional Sum has been included in Schedule 2 for acceptance control testing ordered by the Engineer to be undertaken by a commercial laboratory. Payment will be based on the actual invoicing by the laboratory to the Contractor.

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

PSA7.7 OFFICE CONSUMABLES FOR ENGINEER'S SITE FACILITY

A Provisional Sum has been included in Schedule 2 for the appointment and payment of office consumables for Engineer's site facility.

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the amount to be paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

PSA7.8 ELECTRONIC EQUIPMENT FOR ENGINEER'S OFFICE

A Provisional Sum has been included in Schedule 2 for the appointment and payment of a specialist sub-contractor for electronic equipment for Engineer's site office.

In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the amount to be paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

PSA7.9 RELOCATION OF EXISTING SERVICES

A Provisional Sum has been included in Schedule 2 for the relocation of existing services by specialists if and when required and ordered by the Engineer.

The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract

PSA7.10 SPECIALIZED SERVICES

A Provisional Sum has been included in Schedule 2 for the appointment and payment for specialized services if and when required. These may include all work required by the following specialists:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Landscaping and hydroseeding;
- CCTV;
- Geotechnical surveys and inspections;
- Land Surveyor; and
- Acceptance control testing of pipework, coatings and linings.

In addition to the abovementioned amounts, provision is made in Schedule 2 for a mark-up on the amount to be paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract.

PSA7.11 REINSTATEMENT OF ASPHALT BY JOHANNESBURG ROAD AGENCY

A prime Cost has been included in Schedule 2 for the reinstatement of asphalt by Matlosana Local Municipality.

In addition to the above mentioned amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided in the Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA8 PRIME COST ITEMS (CLAUSE 8.6)

PSA8.1 MATERIALS FOR DAYWORKS

A Provisional Sum has been included in Schedule 2 for materials to be used during the execution of dayworks. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the materials used during the execution of the dayworks by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing dayworks.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSAB ENGINEER'S OFFICE

PSAB1 NAME BOARDS (Clause 3.1)

Two name boards conforming to the standard requirements of the South African Association of Consulting Engineers must be provided and erected at points to be designated by the Engineer.

PSAB2 OFFICE BUILDING (Clause 3.2)

One office facility shall be provided and furnished for the Engineer's Representative and maintained for the duration of the contract. The office facility shall be furnished. All finishing shall be in accordance with the above drawing and all furniture shall comply with specifications.

Upon completion of the Works, ownership of all buildings, furnishings and equipment specified herein shall revert to the Contractor who shall remove same from Site.

PSAB3 TELEPHONE (Clause 5.4)

A prime cost item has been allowed in Schedule 1 to cover all call and rental costs that are associated with the provision of this facility for the Engineer's Representative. The contractor shall include the invoice as provided by the Engineer in the monthly payment claim.

PSAB4 TESTING

PSAB4.1 General

No laboratory building or fittings are required by the Engineer. The Engineer will arrange separately with a commercial laboratory of designate specialists to carry out all acceptance control testing, excepting for density control test and moisture content determinations. The Contractor shall remain responsible to carry out the process control testing required by the Standardised, Particular and Project Specifications.

PSAB4.2 Laboratory Equipment

The Contractor shall supply the following equipment for the duration of the Contract.

- (a) A Troxler nuclear system, complete with accessories and stored in a suitable transit case as supplied by the manufacturer. A detailed description of the unit and principals of operation should be given in the manual for the nuclear instrument.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) Six concrete cube moulds, 150mm nominal size, as well as a suitable concrete cube curing basin to keep all concrete cubes submerged in water for at least 28 days.

PSAB5 SURVEY ASSISTANTS (Clause 5.5)

One suitably educated Survey Assistant shall be made available for the sole use of the Engineer's Representative for the duration of the Contract. The assistant may also be required to fulfil the function of Community Liaison Officer during the Contract should the Engineer consider this arrangement to be in the interests of the Employer. The Survey Assistants may therefore have to be appointed from the local communities. Transport shall be supplied for the Survey Assistant/Community Liaison Officer by the Contractor for the duration of the Contract should he be requested to do so. In such event payment will be made at scheduled dayworks rates.

PSAB6 SURVEY EQUIPMENT

The survey equipment listed below shall be made available and be maintained in good condition for the exclusive use of the Engineer or his Representative for the duration of the Contract. Payment will be made as provided for in the Time Related Items included in Schedule 1.

- | | |
|---|---------|
| (a) Automatic surveyor's level complete with tripod and leather carry case such as Zeiss N1-2 or equivalent | 1 No |
| (b) 20-second tachometer with optical plumbob complete with tripod and leather carry case such as Sokkisha TM20C or equivalent. | 1 No. |
| (c) Nylon-coated steel surveyor's tape 100m long and 10mm wide | 1 No. |
| (d) 5m long steel tape | 1 No. |
| (e) 5m long three-piece telescopic survey staves (metric double-face) complete with angle bracket level | 2 No |
| (f) Survey books: Level | 3 No. |
| (g) 2kg hammer with rubber handle | 1 No. |
| (h) Steel pegs, 300mm long and 12mm dia | 120 No. |
| (i) Aluminium tags, 100mm long, 15mm wide and 2mm thick | 120 No. |
| (j) Reverse polar notation pocket calculator (Hp32SII or similar) | 1 No |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(k)	Change point	2 No
(l)	Measuring wheel	1 No
(m)	Tripod holders for ranging rods (heavy duty)	2 No.
(n)	Optical square (Sokkisha or Wild), complete with telescopic aluminium rod and bubble	1 No.
(o)	"Rabone" steel tape 10 meters long and 13mm wide	1 No.
(p)	Triangular change plate with chain	2 No.
(q)	100m long 50 kg strength fish line	1 No.
(r)	One metre long spirit level	1 No.
(s)	Three metre aluminium straight edge	1 No.

PSAB7 CARPORTS

The Contractor shall provide and maintain carports as indicated on the detailed on the drawing mentioned in PSAB2 for the duration of the Contract. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSC SITE CLEARANCE

PSC1 DISPOSAL OF MATERIAL (Sub-clauses 3.1 and 8.2.1)

Materials arising from clearing and grubbing shall be disposed of at a suitable spoil site. The Contractor shall be responsible to make his own arrangements for a suitable spoil site. Trees and stumps necessarily removed shall not be burnt unless authorised by the Engineer but shall be cut and stacked at areas designated by the Engineer.

PSC2 AREAS TO BE CLEARED AND GRUBBED (Clause 5.1)

The areas to be cleared and grubbed will be indicated by the Engineer. Should a portion or the whole of the site have been cleared and grubbed by others prior to the start of construction then no clearing and grubbing will be ordered or payment made with respect to the applicable portion of the site.

PSC3 PRESERVATION OF TREES (Sub-clause 5.2.3)

The penalty in respect of every individual tree, designated as a tree to be preserved, that is damaged or removed unnecessarily by the Contractor, shall be R500. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

PSC4 FREEHAUL AND OVERHAUL

Refer to clause PSD7 in this regard.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSD EARTHWORKS

PSD1 CLASSIFICATION FOR EXCAVATION PURPOSES (Clause 3.1.2)

Delete clause 3.1.2 (a) and clause 3.1.2 (b) and replace with the following:

3.1.2 (a) Soft excavation:

“All material that is not classified as hard rock excavation in terms of clause 3.1.2 (c), boulder excavation class A in terms of clause 3.1.2 (d) or boulder excavation class B in terms of clause 3.1.2 (e) shall be classified as soft excavation”

In clause 3.1.2 (c) (1), replace the words “equivalent to that specified in (b) (1) above” with the words “of mass approximately 35 t, fitted with a single-tine ripper suitable for heavy ripping and of fly wheel power approximately 220 kW.”

In the last sentence of clause 3.1.2 (d), replace the words “intermediate excavation” with the words “soft excavation.”

In the last sentence of clause 3.1.2 (e), replace the words “or intermediate excavation, according to the nature of the material” with the word “excavation.”

PSD2 SAFEGUARDING OF EXCAVATIONS (Sub-Clause 5.1.1.2)

Any cost the Contractor may undergo in ensuring the safety of excavations or any additional excavation and backfilling he may have to undertake due to the unstable sides of excavations and trenches shall be held to his account and the various rates for excavation and trenching included in the Schedule of Quantities shall include full compensation therefore.

PSD3 EXPLOSIVES (Sub-Clause 5.1.1.3)

Add the following to the sub-clause:

“The Contractor shall record for the information of the Engineer the spacing and loading of the charge in each blast. Compliance with this requirement will not relieve the Contractor of any responsibility as provided for in this sub-clause”.

PSD4 DISPOSAL OF SURPLUS MATERIAL (Sub-Clause 5.1.4.3 and 5.2.2.3)

Add the following to the sub-clause:

“All surplus or unsuitable materials arising from trench excavations shall be spoiled and neatly spread and levelled along the route of the pipeline so as not to interfere with future

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

works nor to disrupt the natural overland flow of storm runoff. Rocks, trees, debris and other unsightly material from trench excavations shall be disposed of at a suitable spoil site. Where the pipeline is laid within a road reserve the route of the pipeline shall be finished neatly to be flush with the natural ground level or finished sidewalk level as may be applicable.

The Contractor shall be responsible to make his own arrangements for a suitable spoil site”.

PSD5 ACCOMMODATION OF TRAFFIC (Sub-Clause 5.1.6)

The Contractor shall tender a lump sum in Schedule 3 for accommodating traffic during the duration of the Contract, which sum shall cover all his obligations in this regard, including but not limited to temporary barricades; the erection and re-erection of existing and/or temporary traffic signs; lights and flagmen for the guarding and protection of the Works; and for making all necessary arrangements with the applicable traffic authorities. Payment shall be made monthly pro-rata to the overall progress of the Works.

PSD6 BORROW PITS (Sub-Clause 5.2.2.2)

The Contractor shall be responsible for making his own arrangement regarding the provision of pipe bedding material, if required, from commercial borrow pits. The Contractor shall provide in his tender prices for all royalties payable and for the transport of the material to site.

PSD7 HAUL AND SPOIL ROADS (Sub-Clause 5.2.2.2)

The Contractor shall be responsible for the opening up and closing down of designated borrow pits. The Engineer will obtain the necessary permissions and authority to utilise such borrow pits. The Contractor in turn shall in all respect comply with the various requirements of SABS 1200D and of the Minerals Act (No 50 of 1991 in relation to the opening up, closing down and utilisation of borrow pits. Except for the crushing or screening of materials in accordance with the written instructions of the Engineer, and for royalties should such become payable, no additional payment will be made for excavating or processing material from designated borrow pits, regardless of the hardness or other properties of the material.

PSD8 FREEHAUL (Sub-Clause 5.2.5.1)

Add the following to the sub-clause:
“All Haul is Freehaul”.

PSD9 OVERHAUL (Sub-Clause 5.2.5.2)

Delete the second sentence of the paragraph and replace with the following:
“All overhaul will be freehaul”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB1 ACCOMMODATION OF TRAFFIC (Sub-Clause 5.1.3)

See Clause PSD3.

PSDB2 EXISTING SERVICES (Sub-Clauses 5.1.4)

Where any existing service occurs within the specified trench excavation, and the presence of such service is known before being uncovered, then the protection of the service will be scheduled and measured as provided for in Clause 8.3.5 of 1200DB. Only known services (as defined in Clause 5.4 of 1200A) shall be measured for payment.

Where an unknown existing service is damaged during construction, and the Engineer orders that the Contractor should undertake the repair of such service, then such repair will either be measured and paid as dayworks or alternatively as a contractual variation in terms of Clause 40 of the General Conditions of Contract.

No construction activity which may affect the integrity of telephone or electrical poles or stays may be carried out without the prior written approval of the Engineer, which approval shall only be given subject to the acceptance of a modus operandi that will ensure the integrity of such structures during construction.

PSDB3 TRENCH WIDTHS (Sub-Clauses 4.1 and 5.2)

Trenches in general shall not exceed the widths laid down in Sub-Clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any thicker pipes or more expensive bedding which may be required as a result of the additional trench width.

PSDB4 TRENCH BOTTOMS (Sub-Clause 5.5)

Replace the first paragraph of this sub-clause "Material that compacted as directed" with the following :-

Where a firm foundation cannot be obtained at the grade indicated due to soft or unsuitable material, the Engineer may instruct the Contractor to remove such unsuitable material and to backfill the excess depth with approved selected material or concrete, as directed by the Engineer in each particular case, at the cost of the Employer. Backfill other than concrete, shall be placed in layers of 100mm uncompacted thickness, each layer thoroughly compacted to the entire satisfaction of the Engineer, to provide adequate support for the pipe bedding to be placed on top of it.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Should the Contractor remove more ground than is required to secure the proper grade of the pipeline, the Contractor must, at his own cost, backfill the excess excavation with approved selected material or concrete, as directed by the Engineer in each particular case.

PSDB5 DISPOSAL OF EXCAVATED MATERIAL (Sub-Clauses 5.6.3 and 5.6.4)

All surplus or unsuitable materials arising from excavation shall be spoiled and spread within or adjacent to the Site of the Works or when ordered by the Engineer be spoilt at a spoil site established by Contractor.

PSDB6 FREEHAUL AND OVERHAUL (Sub-Clause 5.6.8)

No overhaul will be payable on earthworks for pipe trenches. All Haul will be Freehaul.

PSDB7 AREAS SUBJECTED TO TRAFFIC LOADS (Clause 5.7.2)

The requirements of Clause 5.7.2 shall apply only to pipes and sleeves crossing streets or paved areas and pipes running parallel to the road as described below.

All service trenches running parallel to the road of which the roadside edge of the trench is located less than 1,4m away from the edge of the travelled way, will be subject to the requirements for the above mentioned clause.

The measurement and payment will apply to the full trench width. Pipes and sleeves crossing streets or paved areas will be measured and paid for to a length equal to the width of road or length of pavement crossed plus 1,4 m either side of the travelled edges.

Compaction of other pipe trenches running parallel to the roadway shall be considered areas subject to traffic loads only where instructed by the Engineer in writing. The volume will be computed from the minimum base width determined in accordance with Sub-Clause 5.2 and the depth from the top of the back fill to the top of the bedding as specified in Sub-Clause 8.3.3.1.

PSDB8 REINSTATEMENT OF EXISTING BITUMEN SURFACED ROADS (Clause 3.6 and 5.9.4)

Pipe trenches through the existing bitumen surfaced roads shall be reinstated with a 150mm upper selected subgrade layer compacted to 93 % mod AASHTO density, followed by a 150mm subbase layer compacted to 95 % mod AASHTO density and a 150mm graded crushed stone base compacted to 98 % of mod AASHTO density. The road shall be provided with a 25mm thick asphalt seal.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The upper selected subgrade layer shall have a CBR of at least 15, a grading modulus of at least 0,75 and a maximum PI of 12. The subbase shall conform to SABS 1200 ME and the base to SABS 1200 MF.

PSDB9 MEASUREMENT AND PAYMENT (Clause 8.3.2)

PSDB9.1 Basic Principles (Clause 8.1)

Add the following to the sub-clause 8.1.2(a):

Payment for the excavation and backfilling of trenches shall be made at the tendered rates and at the following stages of the construction:

- i) upon completion and approval of the trench bottom, prior to bedding : 40 %
- i) upon completion and approval of top of selected backfill: 70% (cumulative)
- ii) upon completion and approval of the main fill: remaining 30 %.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDM EARTHWORKS (Roads, subgrade)

PSDM1 OVERHAUL

No overhaul will be payable on earthworks. All haul is Freehaul

PSDM2 ACCOMMODATION OF TRAFFIC

Refer to clause PSD4 in this regard.

PSDM3 DISPOSAL OF SURPLUS MATERIAL

The Contractor shall make his own arrangements for a spoil area.

PSDM4 BORROW PITS

Refer to clause PSD5 in this regard.

PSDM5 ROLLING BY SPECIFIED NUMBER OF PASSES (Subclause 5.2.3.3)

PSDM5.1 General

Where shown on the drawings or ordered by the Engineer, the road-bed shall be subjected to a specified number of passes using a designated type of roller.

PSDM5.1.1 Pneumatic-tyred roller

A pneumatic-tyred roller shall consist of pneumatic-tyred wheels mounted on a rigid frame with a loading platform or body suitable for ballast loading to produce a load of at least 70kN on each wheel and arranged in a manner that allows all wheels to bear equally while operating on uneven surfaces.

The total load on any axle line shall not exceed 300kN. Tyres shall be uniformly inflated under operating conditions to a pressure within the range 500-800 kPa.

PSDM5.1.2 Vibratory roller

The vibratory roller shall be capable of exerting a combined static and dynamic force of not less than 120 kN/m width for every metre of loose-layer thickness at an operating frequency not exceeding 25 Hz and shall move at a speed not exceeding 4 km/h.

PSDM5.1.3 Grid roller

A grid roller shall have a mass of at least 13 t when ballasted, and shall be operated at this mass.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDM5.1.4 Impact roller

◇ Type 1

Impact roller type 1 shall be a single multifaced roller having a maximum of five flat or nearly flat faces and a mass of over 8 t. The roller shall be of the free fall type, and the roller and towing mechanism shall be so designed that all the energy applied in lifting the roller to the position in which it is supported on an edge between consecutive faces, is dissipated on impact when the roller drops again. The roller shall be towed by a tractor of engine power not less than 160kW and towed within 20 % of its optimum towing speed.

◇ Type 2

Impact roller type 2 shall be an impact compactor or roller delivering impact energy per blow of not less than 25 kilojoules, of the HEIC Series 600 type supplied by Compaction Technology (Pty) Limited or equal approved. The roller shall be towed by a tractor of engine power not less than 160kW and towed within 20 % of its optimum towing speed.

PSDM5.2 Roller Compaction

Any layer which is shown on the drawings or is specified or is prescribed by the Engineer to be rolled by a specified number of passes shall be prepared by shaping if necessary and then be compacted with a specified roller which complies with the requirements specified in subclause PSDM5.1.

A pass for a double drum roller is hereby defined as two passes of the roller over a suitable lane width such that one drum of the roller during its second passage travels in the interdrum space created by the first passage of the roller. Adjacent lanes shall not overlap or have a gap exceeding 250mm.

Except where otherwise authorised by the Engineer, compaction shall comprise not less than the required number of complete coverages by the wheels of the roller, specified or ordered, over every portion of the area being compacted. Although it is not the intention that water be applied to the roadbed by the Contractor under this class of compaction and no rigid control of the moisture content will be exercised during compaction, the Contractor shall nevertheless satisfy the Engineer that every possible endeavour is being made to take advantage of favourable soil- moisture conditions and to carry out such compaction in so far as is possible during periods when the roadbed is neither excessively dry not excessively wet. The Engineer shall instruct the Contractor to water the roadbed at the Contractor's expense where, in the opinion of the Engineer, the Contractor has failed to comply with these requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDM5.3 Payment

Payments for roller compaction shall be measured as follows:

- (a) Heavy pneumatic-tyred rollerm².pass
- (b) Vibratory rollerm².pass
- (c) Grid rollerm².pass
- (d) Tamping rollerm².pass
- (e) Impact rollerm².pass

PSDM6 Grading of Existing Roads

Where ordered by the Engineer, roads which are not provided with bituminous or gravel surfacing shall be graded.

The roads shall be graded to follow the slope of the natural ground so that stormwater is not concentrated.

The grading of roads will be measured per square meter.

If required, additional compaction in terms of clause PSDM 5 may be specified. The compaction will be measured separately.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLB BEDDING (PIPES)

PSLB1 BEDDING (Sub-Clause 3.3)

PSLB1.2 Rigid Pipes

All clay and concrete pipes shall be laid on a class C bedding as shown on Drawing LB-1 of SABS 1200LB.

PSLB1.3 Flexible pipes

All steel, oPVC and polyethylene pipes will be regarded as being flexible and shall be bedded as per Drawing LB-2 of SABS 1200 LB.

PSLB2 MATERIAL NOT AVAILABLE FROM TRENCH EXCAVATION (Clause 3.4.2)

Material for the bedding shall be obtained from a commercial source designated by the Contractor.

PSLB3 CLASS A BEDDING (Sub-Clause 5.2.1)

Concrete to be used in class A bedding to pipes shall be of grade 20/19.

PSLB4 CONCRETE CASING TO PIPES (Sub-Clause 5.4)

Concrete to be used in the casing of pipes shall be of grade 20/19.

PSLB5 TOLERANCE ON COMPACTION OF BEDDING MATERIAL

Degree of accuracy II shall prevail.

PSLB6 VOLUME OF BEDDING MATERIAL (SUB-CLAUSE 8.1.3)

The cross sectional area of the pipe shall be deducted from the area of the bedding calculated in terms of Drawing LB-4.

PSLB7 STONE BEDDING (Sub-Clause 8.2.6)

Add the following new sub-clause:

Stone bedding will be measured per cubic metre under the appropriate item in SABS 1200LB. Type A bedding (crushed stone wrapped in a geotextile blanket) shall be measured per linear metre along the centreline of the trench. The provision, operation and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

removal of (a) de-watering pump where authorised by the Engineer will be measured as dayworks under the appropriate item in Schedule 2.

PSLD SEWERS

PSLD1 MANHOLES (Sub-Clause 3.5.2)

Manholes shall be constructed of precast concrete sections in accordance with the details that are shown in all specification drawings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLE STORMWATER DRAINAGE

PSLE1 SKEWED ENDS (Subclause 3.1)

Skew ends shall be obtained from the manufacturer.

PSLE2 SOILCRETE LINING AND BACKFILL (New clause)

Soilcrete lining and backfill shall consist of an approved soil or gravel, 9 % OPC in channel linings and 5 % OPC in culvert backfill, calculated as a percentage of the dry mass of the soil used, a sand filler if required by the Engineer and a suitable volume of water, determined to ensure the correct slump and consistency. The exact mix proportions shall be determined in association with the Engineer after suitable trials. Soilcrete shall be mixed in a mechanical mixer and all constituents properly batched. Cubes manufactured from the approved mix shall be crushed in an approved laboratory and a proof strength determined. This proof strength and the average deviation obtained on cubes manufactured from batches controlled by the Engineer will be used to establish the strength of soilcrete produced during construction of the Works.

The aggregate used for soilcrete shall be sandy material, but may contain particles of diameter up to 38 mm and shall have a PI of less than 10. Material containing detrimental amounts of silt or clay shall not be used for soilcrete. The aggregate shall be obtained from an approved source.

The soilcrete shall be placed and then thoroughly compacted by means of vibrators so that all voids are filled. Stones or other approved formwork shall be packed at culvert ends to prevent the soilcrete from flowing outside the required limits.

The height to which the backfill in soilcrete is done shall be determined by the Engineer or shown on the Drawings and any remaining backfilling shall be carried out with a granular material as specified.

Payment for soilcrete shall be made per m³. The volume will be calculated from the authorised plan dimensions of the excavations and the height of the backfilling in soilcrete. The volume occupied by the conduits or other structures will not be included in the quantities measured.

The rate shall cover the cost of constructing soilcrete backfilling or channel linings complete, including OPC.

Overhaul will not be paid on any cement, water, or aggregate used for soilcrete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSME SUBBASE

PSME1 REGIONAL FACTOR (Subclause 3.2.1)

A regional factor of 0,6 is applicable to the area of the Works.

PSME2 THICKNESS OF LAYERS (Subclauses 5.4.1 and 6.1.4)

The thickness of the layers shall be as indicated on the Drawings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSMH ASPHALT BASE AND SURFACING

PSMH1 SCOPE OF THE WORK

A double seal surface treatment is specified for access collectors, access loops and cul-de-sacs. An alternative price for asphalt surfacing is also required. A 30mm continuously graded asphalt is specified for the higher order roads which have a 6m roadway and 16m road reserve.

PSMH2 TYPE OF ASPHALT (Subclause 1.1)

Shall be continuously graded asphalt.

PSMH3 PRIME COAT (Subclause 3.1 and 5.2)

The provision of clause PSMG8 shall apply.

PSMH4 AGGREGATES FOR BLINDING (Subclause 3.5)

The provision of clause PSMG2 shall apply.

PSMH5 AGGREGATES FOR BLINDING (Subclause 3.5)

The provision of clause PSMG2 shall apply.

PSMH6 DEGREE OF TOLERANCE (Subclause 6.3.6)

The degree of accuracy shall be II.

PSMH7 MEASUREMENT AND PAYMENT: AGGREGATE FOR BLINDING (New clause)

The provision of clause PSMG13 shall apply.

PSMH8 MEASUREMENT AND PAYMENT: TACK COAT (Subclause 8.1.4, 8.4.1, 8.5.3 and 8.5.5)

Tack coat will be measured per litre in lieu of per m². No variation rates are thus necessary and a nominal rate of application specified in subclause 8.1.4 of SABS 1200 MH will not be relevant to this Contract. The rate of application will be determined by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSMJ SEGMENTED PAVING

PSMJ1 CLASS AND TYPE (Sub-clause 3.1.2)

Class 35 blocks are required for vehicular routes. Type A, S-A blocks as shown in Figure 17 of UTG2 shall be used in this instance.

Class 25 blocks are required for pedestrian walkways. Type W, S-C blocks shall be used in this instance.

PSMJ2 SAND FOR BEDDING AND JOINTING (Sub-clause 3.3)

Add the following to the first paragraph of the clause:

Sand for bedding shall conform to the relevant requirements of SANS 1083 for fine concrete aggregate, with the exception of the grading which shall conform to the specification below.

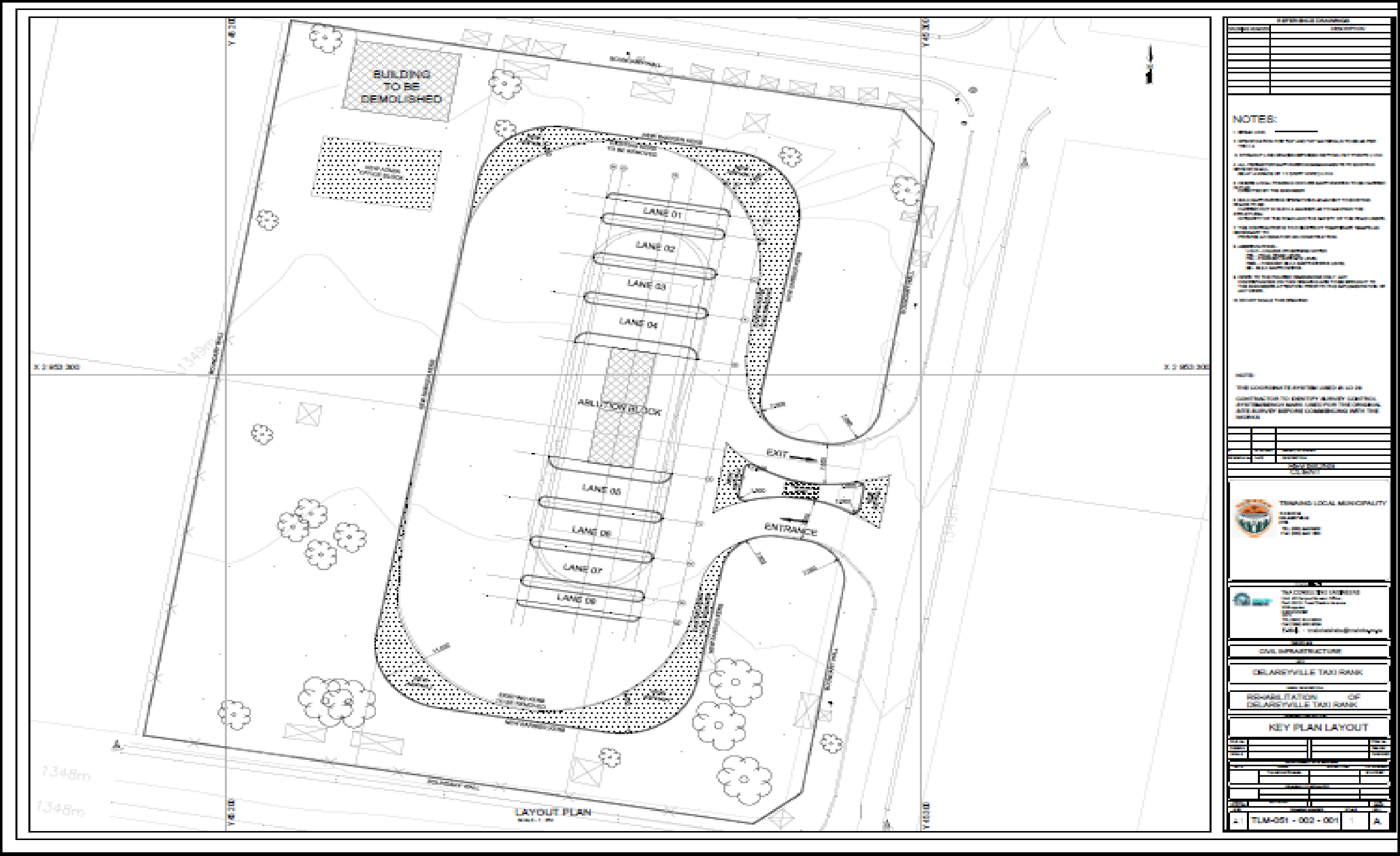
PSMJ3 LAYING OF UNITS (Sub-clause 5.4)

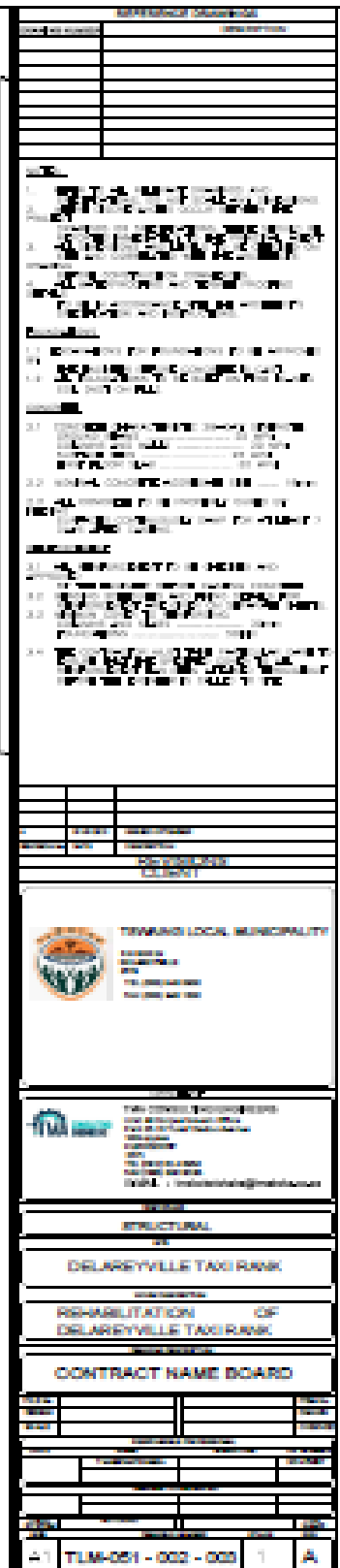
Units shall be laid in the herringbone pattern.

Where existing segmented paving have to be extended, all previously cut paving blocks at the joining face shall be removed and the new paving blocks shall be laid from the joining face so that the existing herringbone pattern is extended, except where a concrete edge beam is specified by the Engineer.

PSMJ4 DEGREE OF ACCURACY

Paving shall be constructed to a degree of accuracy I.





TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 005/2020/21

REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

C4 SITE INFORMATION

Docs included in this section should describe the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Normally only actual information about physical conditions of the site and its surroundings is included in the site information and interpretation is a matter for the tenderer.

In the case of rehabilitation projects, site information would be the “as-built” drawings of the existing structure.



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The project is situated in the town of Delareyville, in Tswaing Local Municipality. Tswaing Local Municipality is category B municipality situated in Ngaka Modiri Molema District Municipality in the North West Province. The municipality is one of the five local municipalities located in the Ngaka Modiri Molema District

The geographical co-ordinates of the taxi rank are:

Latitude: 26°41'22.16"S

Longitude: 25°27'16.88"E

Geology

It is preliminarily concluded that the bearing capacities of the underlying soils on the dilapidated roads are adequate for a satisfactory road performance it is recommended that the existing base layer be reused by ripping the material, then stabilised and re-compacted before installing the new paving blocks.

Topography and Drainage

The site topography indicates that the area is flat. The site slope is generally gentle undulating.

Bench Marks

All benchmark information will be supplied during construction.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 005/2021/22

REHABILITATION OF DELAREYVILLE TAXI RANK PHASE 2

C5 RELEVANT DOCUMENTATION

The following documents forms part of the Contract:

- (iv) Preferential Procurement Regulations 2017
- (v) Tswaing Local Municipality Supply Chain Management Policy (Can be downloaded from the Municipality website)
- (vi) Tswaing Local Municipality Health and Safety Specification.
- (vii) EPWP Guideline

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NATIONAL TREASURY

NO. R. 32

20 JANUARY 2017

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:
PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

The Minister of Finance has, in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), made the regulations set out in the Schedule.

SCHEDULE**Preferential Procurement Regulations, 2017****Contents**

1. Definitions
2. Application
3. Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting
4. Prequalification criteria for preferential procurement
5. Tenders to be evaluated on functionality
6. 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
7. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million
8. Local production and content
9. Subcontracting as condition of tender
10. Criteria for breaking deadlock in scoring
11. Award of contracts to tenderers not scoring highest points
12. Subcontracting after award of tender
13. Cancellation of tender
14. Remedies
15. Circulars and guidelines
16. Repeal of Regulations and saving
17. Short title and commencement

Definitions

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned-

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“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;

“black designated groups” has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; **“black people”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“co-operative” means a co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act No. 14 of 2005);

“designated group” means-

(a) black designated groups; (b)

black people;

(c) women;

(d) people with disabilities; or

(e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

“designated sector” means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);

“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;

“functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

“military veteran” has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

“National Treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

“people with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

“price” includes all applicable taxes less all unconditional discounts;

“proof of B-BBEE status level of contributor” means-

(a) the B-BBEE status level certificate issued by an authorised body or person; (b)

a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

(c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

“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;

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

“rural area” means-

(a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or

(b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;

“stipulated minimum threshold” means the minimum threshold stipulated in terms of regulation 8(1)(b);

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

“township” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

“treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

“youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

Application

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.¹

Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting

3. An organ of state must-

(a) determine and stipulate in the tender documents-

(i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

¹ The definition of “organ of state” in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June

2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

- (ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;
- (b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;
- (c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;
- (d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and
- (e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

Pre-qualification criteria for preferential procurement

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor; (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth; (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.
- (2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Tenders to be evaluated on functionality

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

- (2) The evaluation criteria for measuring functionality must be objective. (3) The tender documents must specify-
 - (a) the evaluation criteria for measuring functionality;
 - (b) the points for each criteria and, if any, each sub-criterion; and

- (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
 - (a) must be determined separately for each tender; and
 - (b) may not be so-
 - (i) low that it may jeopardise the quality of the required goods or services; or
 - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration; P_t

= Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

(2) The following table must be used to calculate the score out of 20 for B- BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.
- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
- (a) may only score points out of 80 for price; and
 - (b) scores 0 points out of 20 for B-BBEE.
- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
- (b) The organs of state may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
 - (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

7.(1) The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

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

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

(2) The following table must be used to calculate the points out of 10 for B- BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 90 for price; and

(b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

Local production and content

8.(1) The Department of Trade and Industry may, in consultation with the National Treasury-

- (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and
 - (b) stipulate a minimum threshold for local production and content.
- (2) An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.
- (3) The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular.
- (4)(a) If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- (b) The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.
- (5) A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

Subcontracting as condition of tender

- 9.(1)** If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- (2) If an organ of state applies subcontracting as contemplated in subregulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to- (a) an EME or QSE;

- (b) an EME or QSE which is at least 51% owned by black people;
 - (c) an EME or QSE which is at least 51% owned by black people who are youth;
 - (d) an EME or QSE which is at least 51% owned by black people who are women;
 - (e) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (g) a cooperative which is at least 51% owned by black people;
 - (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
 - (i) more than one of the categories referred to in paragraphs (a) to (h).
- (3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

Criteria for breaking deadlock in scoring

- 10.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- (2) If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.
- (3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Award of contracts to tenderers not scoring highest points

- 11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.
- (2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

Subcontracting after award of tender

- 12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- (2) A person awarded a contract in relation to a designated sector, may not subcontract 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.
- (3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Cancellation of tender

13. (1) An organ of state may, before the award of a tender, cancel a tender invitation if-

(a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;

(b) funds are no longer available to cover the total envisaged expenditure; (c)

no acceptable tender is received; or

(d) there is a material irregularity in the tender process.

(2) The decision to cancel a tender invitation in terms of subregulation (1) must be published in the same manner in which the original tender invitation was advertised.

(3) An organ of state may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

Remedies

14.(1) Upon detecting that a tenderer submitted false information regarding its B- BBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must-

(a) inform the tenderer accordingly;

(b) give the tenderer an opportunity to make representations within 14 days as to why- (i)

the tender submitted should not be disqualified or, if the tender has already

been awarded to the tenderer, the contract should not be terminated in whole or in part;

(ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and

(iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and

(c) if it concludes, after considering the representations referred to in subregulation

(1)(b), that-

(i) such false information was submitted by the tenderer-

(aa) disqualify the tenderer or terminate the contract in whole or in part;

and

(bb) if applicable, claim damages from the tenderer; or

(ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

(2)(a) An organ of state must-

(i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);

- (ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
- (iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.
- (b) The National Treasury may request an organ of state to submit further information pertaining to subregulation (1) within a specified period. (3)
The National Treasury must-
 - (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
 - (b) maintain and publish on its official website a list of restricted suppliers.

Circulars and guidelines

- 15.** The National Treasury may issue-
- (a) a circular to inform organs of state of any matter pertaining to these Regulations; or
 - (b) a guideline to assist organs of state with the implementation of any provision of these Regulations.

Repeal of Regulations and saving

- 16.**(1) Subject to this regulation, the Preferential Procurement Regulations, 2011, published in Government Notice No R. 502 of 8 June 2011 (herein called "the 2011 Regulations), are hereby repealed with effect from the date referred to in regulation 17.
- (2) Any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of these Regulations.
- (3) Any tender advertised before the date referred to in regulation 17 must be dealt with in terms of the 2011 Regulations.

Short title and commencement

- 17.** These Regulations are called the Preferential Procurement Regulations, 2017 and take effect on 1 April 2017.

EPWP GUIDELINES

1. Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Extended Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an SPWP.
- 1.2 In this document –
 - (a) "department" means any department of the State, implementing agent or contractor;
 - (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
 - (c) "worker" means any person working in an elementary occupation on a SPWP;
 - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
 - (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
 - (f) "task" means a fixed quantity of work;
 - (g) "task-based work" means work in which a worker is paid a fixed rate for performing 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.

2. Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1 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.
- 3.2 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.
- 3.3 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.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 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.

- 4.4 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.

5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 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.

6. Daily Rest Period

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

7. Weekly Rest Period

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").

8. Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 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.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 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 –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 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.

10. Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 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.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (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.
- 10.6 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.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11. Family responsibility leave

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

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

12. Statement of Conditions

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

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14. Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 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.

14.4 A time-rated worker will be paid at the end of each month.

- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.

15. Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 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.
- 15.4 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.

16 . Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 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 SPWP;

- (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.

17. Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 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.

18. Termination

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 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.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
 - (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the SPWP;
 - (f) the period for which the worker worked on the SPWP;
 - (g) any other information agreed on by the employer and worker.

TSWAING LOCAL MUNICIPALITY



HEALTH AND SAFETY SPECIFICATION

**Municipal Manager
TSWAING LOCAL MUNICIPALITY
DELAREYVILLE**

**TSWAING LOCAL MUNICIPALITY
HEALTH AND SAFETY SPECIFICATION**

INDEX

	<u>Page number</u>
SECTION I: GENERAL SPECIFICATION	3
SECTION II: GUIDELINES FOR CONTRACT ADMINISTRATION	14

SECTION 1

HEALTH AND SAFETY SPECIFICATION THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 CONSTRUCTION REGULATIONS 2014

SECTION 1

INDEX

	Page number
1. INTRODUCTION	5
2. SPECIFICATION FOR PROFESSIONAL SERVICE PROVIDERS: DESIGNERS	6
3. SPECIFICATION FOR SERVICE PROVIDERS PRINCIPAL CONTRACTORS (PC)	8

TSWAING LOCAL MUNICIPALITY
HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014

SECTION 1

1. INRODUCTION

This document was construed in order to comply with the provisions of the
THE OCCUPATIONAL HEALTH AND SAFETY ACT N0 85 OF 1993.

Definitions of words are those described in the Act and the Construction Regulations of 2014.

This document formulates the specifications of the Tswaing Local Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the Tswaing Local Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the Tswaing Local Municipality in writing.

TSWAING LOCAL MUCIPALITY
HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014

SECTION 2: DESIGNERS

1. All wording shall have the meaning as defined by the H&S Regulations 2014.
2. This specification is in terms of the H&S act 1993 and the regulations of 2014.
3. All work performed and procedures followed by the designers shall be done according to the H&S regulations of 2014.
4. The client is aware of the fact that the appointment of the designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all the safety issues regarding the project for which the designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover indemnity the client for their act and omissions in terms of
 - Professional conduct
 - The H&S act in particular to indemnity the client against penalties imposed for acts or omissions

The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in the terms of the H&S regulations.

The professional indemnity insurance has a “negligent acts and omissions” wording only and there additional is necessary to cover the client against penalties imposed for acts or omissions.

8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.
9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.

10. Ergonomic parameters shall have high priority in all designs.

TSWAING LOCAL MUNICIPALITY
HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014

SECTION 3: PRINCIPAL CONTRACTORS (PC)

1. The definitions of the regulations 2014 are applicable to this section. All work by the P C shall be done in compliance with the provisions of the H&S regulations.
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy and family after each day's work.
3. Work shall not be done at the expense of human safety and health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The P C shall conduct monthly safety meetings on site. All foremen, gang leaders, and other shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S Manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meeting shall be kept in the H&S file.
8. New personnel (temporary or full time employees) shall attend safety inductions courses under the supervision of the H&S Manager.
9. The P C shall install and maintain a box in which proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The P C shall see that work is only executed by people trained for that particular task.

12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H & S file.
13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H & S file.
14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be training through accredited training processes in H & S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designers in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protecting, etc. workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the P C will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the P C will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designers to client immediately.

27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
28. The P C shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than - 5° Celsius. Should the designer and the P C decided that the work is urgent, workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chamber.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description. Shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.

42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the explosives Act.
44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H & S manager.
45. Workers will not be allowed to made open fires on any part of the site unless it is made in designated areas approved by the H & S manager.
46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The P C will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the PC shall be on roadworthiness vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the PC.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport.
53. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H & S manager and shall be investigated. Copy of such procedure shall be entered into the H & S file.
54. Only trained personnel shall be permitted and required to operate constructions machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards
56. No vehicles shall be kept on site if it is leaking oil or other substances.
57. No vehicle or equipment shall be operated on site if its produces noise above 90 decibel measured within a distance of 10,0 m from the unit.

58. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H & S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.
60. .Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority.
Position of services identified shall then be verified by opening by hand, not by machine.
Particular care shall be taken not to damage these services.
Electrical services are inherently dangerous and shall be opened by skilled people only.
These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

61. Access to excavations shall only be by means of ladders or stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in this refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H & S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicated
 - Non smoking areas on site
 - Safety exists/emergency exits from buildings under construction
 - Stairs (temporary and permanent works)
 - Toilets
 - Fire fighting equipment
 - Workmen busy with equipment overhead
 - Fire assembly points
 - Fire escapes
 - Areas where members of the public are not allowed
 - First aid room
66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H & S file. Visitors shall attend safety induction training before entering the site.

Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.

67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.

SECTION II

HEALTH AND SAFETY ACT 1993 GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2014

SECTION 11

INDEX

	Page number
1. PURPOSE OF THIS DOCUMENT	13
2. BACKGROUND	13
3. THE CLIENT	14
4. THE DESIGNER	16
5. THE PRINCIPAL CONTRACTOR (p c) AND CONTRACTOR	19
6. APPOINTMENT OF THE DESIGNER	21
7. THE ROLE OF THE CLIENT	23
8. THE ROLE OF THE PRINCIPAL CONTRACTOR	24
9. THE PROCEDURE RECOMMENDED	25
10. CONTRACT DOCUMENTATION	27
11. CONCLUSION	30

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION

IN TERMS OF THE CONSTRUCTION REGULATIONS 2014

HEALTH & SAFETY ACT 1993

SECTION 1 AND 2

1. PURPOSE OF THIS DOCUMENT

This document describes the procedures to be followed in the execution of Engineering Projects for Tswaing Local Municipality.

The role of all parties to the development project is described.

The document is in terms of the construction Regulation 2014 of the Health and Safety Act 1993.

2. BACKGROUND

The Minister of Labour has on 18 July 2014 under section 43 of the Occupational Health and Safety Act 199 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol 456. They have immediate effect and are implacable to the Construction Environment.

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.

- iii) Employers and workers are made aware of the value of safe working procedure and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION

IN TERMS OF THE CONSTRUCTION REGULATIONS 2014 HEALTH AND SAFETY ACT 1993

SECTION 3

3. THE CLIENT

In terms of the law of client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer of the contractor, such fines will have to be paid by the client.

Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

In particular the client's responsibilities are defined as follows

- | | |
|---|----------------|
| 1. To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties | Clause 4(1)(a) |
| 2. To provide a risk assessment to the principal contractor. | Clause 4(1)(b) |
| 3. To appoint the principal contractor in writing. | Clause 4(1)(c) |
| 4. To ensure that the H&S plan is implemented | Clause 4(1)(d) |
| 5. To stop any contractor executing work in an unsafe manner | Clause 4(1)(e) |
| 6. To provide additional H&S information to the contractor should change be made to the work | Clause 4(1)(f) |
| 7. To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund | Clause 4(1)(h) |

8. To make sure tenderers have made provision in their offers for H&S measures	Clause 4(1)(h)
9. To discuss and approve the H&S plan with the principal contractor.	Clause 4(2)
10. To keep a copy of the H&S plan of the principal contractor.	Clause 4(3)
11. To not employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely.	Clause 4(4)
12. The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not made the person responsible for such particular responsibilities as agent.	Clause 4(5)
The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 992).	
13. The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities.	Clause 4(6)

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 4

4. THE DESIGNER

The regulations do not use names like Engineer, Architect, et. Instead the term Designer has been introduced. The responsibilities of the Designer are given in a sub-paragraph under the obligations of the Principal Contractor.

4.1 The regulations has a comprehensive definition of the designer and this includes:	Definitions “designer”
a) A person preparing a design b) A person checking a design c) A firm preparing a design d) An architect or engineer contribution to or having responsibility for a design. e) A building services engineer designing details of fixed plan (scaffolding or cranes). f) A surveyor specifying articles or drawing up specification (Quantity Surveyor) g) A contractor in design and build contract h) A contractor designing temporary work i) A interior designer, shop fitter and landscape architect.	Definitions “structure”
The regulations also talks of “an Engineer Designing a Structure”. “Structure” is a wide concept and is given in paragraph 3.2.5.1 9a) underneath.	
4.2 The designer does not automatically through an appointment become the agent of the client in terms of the regulations unless	Clause 4(5)

he is appointed in writing to the effect and he accepts such appointment in writing.

4.3 The SAACE model agreement between the client and Engineer has a different meaning of the word “agent”.

According to the model agreement of SAACE the Engineer acts as the “Agent” of the client in a conventional contractual context. “Agent” in terms of the Health and Safety regulations has a totally different meaning.

4.4 It can be derived from the regulations that the client can appoint a designer to perform certain tasks of the client on his behalf. This still does not mean that these designers become his agent in terms of clause 4(5)

Clause 4(5)

4.5 The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf

4.5.1 “Structure” in terms of the regulations means:

Definitions

a) * Any building

- Steel or reinforced concrete structure
- Railway line
- Railway siding
- Bridge
- Waterworks
- Reservoir
- Pipe or pipeline
- Cable
- Sewer
- Sewerage works
- Fixed vessels
- Road

- Drainage works
- Earthworks
- Dam
- Wall
- Mast
- Tower
- Tower crane
- Batching plants
- Pylon
- Surface and underground tanks
- Earth retaining structure

Or any structure designed to preserve or alter any natural feature and any other similar structure.

b) Any formwork, falsework, scaffold or other structure designed or used to provide support of access during construction (structural engineering sector).

c) Fixed plant to prevent people from falling 2 meters or more.

4.5.2 The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited

Clause 9(2)

4.5.3 The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. This is in fact a Risk Assessment.

Clause 9(2)(b)

4.5.4 the designer (in the structural engineering context) shall further furnish to the contractor in writing.

Clause 9(2)

- i) A geo-technical report.
- ii) The loading of the structure
- iii) The method and sequence of the construction process
- iv) He should exclude inherently dangerous methods of construction in his design

Clause 10(c)

- v) The maintenance of the structure shall be through safe procedures
- vi) He should carry out inspections
- vii) And stop the contractor from executing work dangerously
- viii) A final inspection is necessary to ensure safety of the structure.
- ix) Great emphasis should be given to the ergonomic design of the structure.
- x) The engineer should also give input in the design of temporary work e.g. scaffolding.

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2014 HEALTH AND SAFETY ACT 1993

SECTION 5

5. THE PRINCIPAL CONTRACTOR (P C) AND CONTRACTOR

The responsibilities of these parties are comprehensively stipulated in the regulations

5.1 In general it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC	
5.2 The PC is responsible for the collecting of these contractors' safety plans and to hold them to it.	Clause 5(1) and 5(2)
i) He should also stop his contractors should they work unsafely.	Clause 5(3)(d)
ii) He should appoint safety officers should the size of the work warrant it.	Clause 6(6)
iii) He should cause a risk assessment to be executed by a competent person.	Clause 7(1)
iv) Visitors to his site should undergo induction pertaining to H&S issues.	Clause 7(8)
v) He shall see to his employees induction and H&S training.	Clause 7(7)
vi) the employees of the PC and his contractors shall wear visible proof of their induction training.	Clause 7(9)(a)
5.3 The regulations also covers the details of	
• Fall protection	Clause 8
• Structures (under this heading the responsibilities of the designer of a structure is found)	Clause 9
• Formwork and support work	Clause 10

• Excavation work	Clause 11
• Demolition work	Clause 12
• Tunnelling	Clause 13
• Scaffolding	Clause 14
• Suspended platforms	Clause 15
• Boatswain's chairs	Clause 16
• Material Hoists	Clause 17
• Batch plants	Clause 18
• Explosive powered tools	Clause 19
• Cranes	Clause 20
• Construction vehicles and mobile plant	Clause 21
• Electrical installation and machinery on construction sites	Clause 22
• Use and storage of flammable liquids on construction sites	Clause 23
• Water environment	Clause 24
• Housekeeping on construction sites	Clause 25
• Stacking and storage on construction sites	Clause 26
• Fire precautions on construction sites	Clause 27
• Construction welfare facilities	Clause 28

TSWAING LOCAL MUNICIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 6

6. APPOINTMENT OF THE DESIGNER

6.1 The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.

6.2 It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations

6.3 The responsibilities and duties of a designer in the H&S context are those that is dictated y law and/or those respectively given to him by the client, except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically.

6.4 The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations

6.5 The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment.

- | | |
|---|----------------|
| 1. To ensure the H&S plan of the PC is implemented on site. | Clause 4(1)(d) |
| 2. To ensure that changes to the design are also incorporated in the H&S plan. | Clause 4(1)(e) |
| 3. To ensure that the principal contractor is registered and in good standing with the workmens’ compensation fund. | Clause 4(1)(f) |

4. To see that the contract registers the site as a construction site at the Department of labour.	Clause 4(1)(g)
5. To discuss with the contractor the h & S plan and then recommend to the client the approval thereof.	Clause 4(2)
6. To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client.	Clause 4(4)
7. Control the following on site	
a) To see that the principal contractor keeps the H& S file up to date and the it is given to the client upon completion of the contract.	Clause 5(7)
b) To see that the principal contractor keeps a data base of all contractors involved with the project.	Clause 5(9)
c) To see that the principal contractor appoints one or more construction supervisors.	
d) To see that this person is dedicated to the particular project only.	Clause 6(4)
e) To receive from the contractor his risk assessment and keep a copy of that for his and the clients records.	Clause 7(1)

TSWAING LOCAL MUNICIPALY

GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2014 HEALTH AND SAFETY ACT 1993

SECTION 7

7. THE ROLE OF THE CLIENT

- | | | |
|-----|--|----------------|
| 7.1 | The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer. | Clause 4(1)(a) |
| 7.2 | The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/designer. | Clause 4(2) |
| 7.3 | The client employs the principal contractor. | Clause 4(1)(c) |
| 7.4 | The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent. | Clause 4(5) |
| 7.5 | The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility. | Clause 4(6) |
| 7.6 | The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner. | Clause 4(4) |

TSWAING LOCAL MUNICIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 8

8. THE ROLE OF THE PRINCIPAL CONTRACTOR

The principal contractor should execute the following duties:

- | | | |
|-----|---|--------------|
| 1. | Provide a health and safety plan | 5(1) |
| 2. | See that his contractors comply with the regulations | 5(2) |
| 3. | He should discuss the particular H&S plan | 5(5) |
| 4. | He should have his H&S plan available | 5(6) |
| 5. | He should have an H&S file available on site and hand it over to the client upon completion | 5(7) |
| 6. | He should not employ contractors who are not capable | 5(10) |
| 7. | He should have full time supervision on site | 6(1) to 6(8) |
| 8. | He should produce a risk assessment of the work | 7(1) |
| 9. | He should train his employees | 7(4) |
| 10. | He should introduce induction training on site | 7(7)/7(8) |
| 11. | All physical aspects of the regulations as in terms of the regulations | |

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 9

9. THE PROCEDURE RECOMMENDED

9.1	The client decides to execute work and appoints a designer to administer the work.	Clause 4(1)(a)
9.2	The scope of works and the exact duties of the designer are identified and given to him in writing.	
	The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal IP insurance provided by the designer.	
	The designer prepares a contract document and ensures that this document states clearly the following:	
	1. A risk assessment of the project and the H & S specification of the client.	
	2. All relevant information to enable the pricing of the contract.	9(2)(a)
	3. Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full time safety office is required on site.	9(2)(b)
	4. i) Geotechnical information	9(2)(c)(i) to (iii)
	ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.	
	iii) the method and sequence of the process. This should identify the priorities of the client	

5.	Inherently dangerous procedures should be avoided in the design.	9(2)(d)
6.	The maintenance of the structure should be considered also so that this aspect would be safe and ergonomic too	9(2)(3)
9.3	The tenderers then respond by each giving an H&S plan based on the risk assessment of the designer.	
9.4	The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer	
9.5	The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&S specification	
	Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.	
	He should open and then maintain his H&S file through the duration of the contract He should then further adhere to the provisions of the H&S regulations	
9.6	He should hand over the H&S file (recommend to do that with the designer's as-built drawings).	
9.7	The designer should stop the work if he has reason to belief that the contractor is executing work in an unsafe manner.	
9.8	Likewise should the principal contractor stop the work of his contractor(s) should he have reason to belief that such contractor is not working safely	

TSWAING LOCAL MUCIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 10

10. CONTRACT DOCUMENTATION

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2014.

A. In the Specification section

1. Health and Safety Specification

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation of addition to the NDM who will authorise this in writing.

2. Risk Assessment

This can form part of the contract specifications

It is necessary to identify to the contractor

- i) The situation on site as it is with all the potential hazards and dangers involved
- ii) The nature of the work and situations that the average contractor would encounter during the execution of the work. The nature of the work and expected risks should be described in particular as well as the method and the sequence of the work
- iii) The basic safety precautions that he should take
- iv) The Safety and Health specification of the client
- v) To allow sufficient items in the bill of quantities for the tendered to price for the specified H&S precautions

3. Insurance

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2014.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

B. The Tender Rules

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed.

The following example is recommended

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

TSWAING LOCAL MUNICIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 11

11. CONCLUSION

The Construction Regulations 2014 was long overdue in the South African Civil engineering Construction Industry. Role players will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect an contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omission from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to kerb the cost of the implementation process