



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

## **BID DOCUMENT FOR:**

# **APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)**

**BID NUMBER: VDM/TECH/25/07/2024/03**

**CIDB Grade: 8CE or Higher**

## **BOOK 1 OF 2 (VOLUME 1)**

|                                                                                                                                                                                                                                            |                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vhembe District Municipality</b><br>Supply Chain Management:<br>Contact: Ms. Sigida N<br>Tel: (015) 960 2000<br>Fax: (015) 962 5277                                                                                                     | <b>Vhembe District Municipality</b><br>Project Management Unit:<br>Contact: Mr E.F. Chauke<br>Tel: (015) 960 2000<br>Fax: (015) 962 5277 |
| <b>Compiled by:</b><br>Batatise Consulting Engineers (Pty) Ltd:<br>Contact: Jabula Nkomo,<br>Tel: (010) 442 6759<br>Cell: 068 285 4350<br>E-mail address: <a href="mailto:jabula@batatiseconsulting.com">jabula@batatiseconsulting.com</a> |                                                                                                                                          |
| <b>Name of Bidder.</b> .....<br>.....                                                                                                                                                                                                      |                                                                                                                                          |
| <b>Bid Amount (VAT Inclusive)</b> .....                                                                                                                                                                                                    |                                                                                                                                          |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VHEMBE DISTRICT MUNICIPALITY**

**CONTENTS OF TENDER DOCUMENTATION**

| <b>Volume 1: Tender requirements, Contract and Pricing Data</b>        |                                              |               |                    |
|------------------------------------------------------------------------|----------------------------------------------|---------------|--------------------|
| <b>Number</b>                                                          | <b>Heading</b>                               | <b>Colour</b> | <b>Page Number</b> |
| <b>Part T1: Tendering procedures</b>                                   |                                              |               |                    |
| T1.1                                                                   | Tender Notice and Invitation to Tender       | White         | 5                  |
| T1.2                                                                   | Tender Data                                  | Pink          | 10                 |
| T1.3                                                                   | Standard and Particular Conditions of Tender | Pink          | 20                 |
| <b>Part T2: Returnable Documents</b>                                   |                                              |               |                    |
| T2.1                                                                   | List of Returnable Documents                 | Yellow        | 34                 |
| T2.2                                                                   | Returnable Schedules                         | Yellow        | 36                 |
| <b>Part C1: Agreements and Contract Data</b>                           |                                              |               |                    |
| C1.1                                                                   | Form of Offer and Acceptance                 | White         | 126                |
| C1.2                                                                   | Contract Data                                | White         | 132                |
| C1.3                                                                   | Performance Guarantee                        | White         | 152                |
| C1.4                                                                   | Occupational Health and Safety Agreement     | White         | 156                |
| C1.5                                                                   | Agreement with Adjudicator                   | White         | 169                |
| <b>Part C2: Pricing data</b>                                           |                                              |               |                    |
| C2.1                                                                   | Pricing Instructions                         | Yellow        | 172                |
| C2.2                                                                   | Bill of Quantities                           | Yellow        | 178                |
| <b>Volume 2: Scope of Work, Site Information and Contract Drawings</b> |                                              |               |                    |
| <b>Part C3: Sope of Work</b>                                           |                                              | Blue          | 197                |
| C3.1                                                                   | Standard Specifications                      | Blue          | 199                |
| C3.2                                                                   | Project Specifications                       | Blue          | 200                |
| C3.3                                                                   | OHS Specifications                           | Blue          | 225                |
| <b>Part C4: Site Information</b>                                       |                                              | White         | 269                |
| <b>Part C5: Contract Drawings</b>                                      |                                              | White         | 273                |
| <b>ANNEXURES</b>                                                       |                                              |               | 274                |
| <b>Annexure 1 - Baseline Risk Assessment</b>                           |                                              | White         | 275                |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## VHEMBE DISTRICT MUNICIPALITY

### APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)

#### TABLE OF CONTENTS

|                                                                                                   |           |
|---------------------------------------------------------------------------------------------------|-----------|
| <b>CONTENTS OF TENDER DOCUMENTATION .....</b>                                                     | <b>2</b>  |
| <b>PART T1 TENDERING PROCEDURE .....</b>                                                          | <b>5</b>  |
| <i>T1.1 TENDER NOTICE AND INVITATION TO TENDER .....</i>                                          | <i>5</i>  |
| <i>PART: A: INVITATION TO BID: MBD1 .....</i>                                                     | <i>7</i>  |
| <i>PART B TERMS AND CONDITIONS FOR BIDDING .....</i>                                              | <i>9</i>  |
| <i>T1.2 TENDER DATA .....</i>                                                                     | <i>10</i> |
| T1.2.1 CONDITIONS OF TENDER .....                                                                 | 10        |
| T1.3 STANDARD CONDITIONS OF TENDER .....                                                          | 20        |
| <b>PART T2: RETURNABLE DOCUMENTS.....</b>                                                         | <b>34</b> |
| T2.1 LIST OF RETURNABLE DOCUMENTS .....                                                           | 34        |
| T2.2 RETURNABLE SCHEDULES .....                                                                   | 36        |
| 1. RETURNABLE SCHEDULES REQUIRED ONLY FOR TENDER EVALUATION PURPOSES.....                         | 37        |
| A: CERTIFICATE OF AUTHORITY OF SIGNATORY .....                                                    | 38        |
| B: CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY<br>DEVELOPMENT BOARD.....           | 41        |
| C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE) .....                           | 46        |
| D: COMPULSORY ENTERPRISE QUESTIONNAIRE .....                                                      | 57        |
| E: RECORD OF ADDENDA TO TENDER DOCUMENTS.....                                                     | 60        |
| F: PROPOSED AMENDMENTS AND QUALIFICATIONS .....                                                   | 61        |
| H: SCHEDULE OF PROPOSED SUBCONTRACTORS .....                                                      | 63        |
| I: SCHEDULE OF AVAILABLE INFRASTRUCTURE, RESOURCES AND EXPERIENCE                                 | 64        |
| J: FINANCIAL INFORMATION OF TENDERER .....                                                        | 67        |
| K: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS .....                                          | 69        |
| L: AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO<br>COUNCIL                          | 70        |
| M: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES                               | 71        |
| N: DECLARATION OF INTEREST .....                                                                  | 73        |
| O: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME .....                                          | 76        |
| P: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE<br>TAXES INCLUDED .....          | 79        |
| Q: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT .....                                 | 81        |
| R: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....                                           | 93        |
| S: COMPLIANCE WITH OHSA (ACT 85 OF 1993).....                                                     | 96        |
| T: ORIGINAL BANK RATING LETTER.....                                                               | 97        |
| U: DAY WORK SCHEDULE.....                                                                         | 98        |
| V: NAMES OF MANAGEMENT AND SUPERVISORY STAFF FOR THE LIC WORKS....                                | 100       |
| W: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL<br>PROCUREMENT REGULATIONS 2022..... | 101       |
| 2. OTHER DOCUMENTS REQUIRED ONLY FOR TENDER EVALUATION PURPOSES .....                             | 107       |
| CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING.....                                      | 118       |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|                                                                                                                   |            |
|-------------------------------------------------------------------------------------------------------------------|------------|
| 3. SCHEDULES FOR SPECIAL CONDITIONS OF TENDER.....                                                                | 120        |
| <b>PART C1: AGREEMENTS AND CONTRACT DATA .....</b>                                                                | <b>125</b> |
| C1.1 FORM OF OFFER AND ACCEPTANCE.....                                                                            | 126        |
| C1.2 CONTRACT DATA.....                                                                                           | 132        |
| C.1.2.1 Part 1: Data provided by the Employer .....                                                               | 133        |
| C.1.2.2 Part 2: Data provided by the Contractor .....                                                             | 150        |
| C1.3 PERFORMANCE GUARANTEE.....                                                                                   | 152        |
| C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....                                                                | 156        |
| C1.5: AGREEMENT WITH ADJUDICATOR .....                                                                            | 169        |
| <b>PART C2: PRICING DATA .....</b>                                                                                | <b>171</b> |
| C2.1 PRICING INSTRUCTIONS .....                                                                                   | 172        |
| C2.2 BILL OF QUANTITIES .....                                                                                     | 178        |
| BILL 1: PRELIMINARY AND GENERAL .....                                                                             | 179        |
| BILL 2: BULK WATER PIPELINES.....                                                                                 | 184        |
| BILL 3: DAYWORKS .....                                                                                            | 192        |
| SUMMARY                                                                                                           | 195        |
| <b>PART C3: SCOPE OF WORK.....</b>                                                                                | <b>197</b> |
| C3.1 Standard Specifications .....                                                                                | 199        |
| C3.2: Project Specifications.....                                                                                 | 200        |
| PART A: GENERAL.....                                                                                              | 200        |
| PS1 PROJECT DESCRIPTION .....                                                                                     | 200        |
| PS 2 Description of the Site and Access .....                                                                     | 203        |
| PS 3 Details of the Works .....                                                                                   | 204        |
| PS 4 Construction Programme .....                                                                                 | 204        |
| PS 5 Site Facilities Available .....                                                                              | 206        |
| PS 6 Site Facilities Required .....                                                                               | 206        |
| PS7 Features Requiring Special Attention .....                                                                    | 207        |
| PS 8 Community Based Construction and Emerging Sub-Contractors .....                                              | 211        |
| PART B: VARIATIONS TO SPECIFICATIONS LISTED IN THE LIST OF APPLICABLE SPECIFICATIONS AND ADDITIONAL CLAUSES ..... | 212        |
| PSA GENERAL (SANS 1200A) .....                                                                                    | 212        |
| PSC SITE CLEARANCE SANS 1200 C).....                                                                              | 216        |
| PSDB EATHWORKS (PIPE TRENCHES) (SANS 1200 DB).....                                                                | 217        |
| PSL MEDIUM PRESSURE PIPELINES (SANS1200L) .....                                                                   | 221        |
| PSLB BEDDING (PIPES (SANS 1200 LB).....                                                                           | 224        |
| C3.3 OHS Specifications for Construction Projects.....                                                            | 225        |
| C3.3.1. Specifications.....                                                                                       | 225        |
| <b>C4: SITE INFORMATION .....</b>                                                                                 | <b>269</b> |
| <b>C5. CONTRACT DRAWINGS.....</b>                                                                                 | <b>273</b> |
| <b>ANNEXURES .....</b>                                                                                            | <b>274</b> |
| <b>ANNEXURE 1: BASELINE RISK ASSESSMENT .....</b>                                                                 | <b>275</b> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VHEMBE DISTRICT MUNICIPALITY**

**VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)**

**VDM/TECH/25/07/2024/03**

**PART T1 TENDERING PROCEDURE**

**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

**Bids are hereby invited for the project listed below:**

| BID NUMBER             | DESCRIPTION                                                                                                     | CIDB GRADING  | DOCS AVAILABLE | COMPULSORY BRIEFING SESSION/SITE INSPECTION      | CLOSING DATE | TECHNICAL ENQUIRIES                                                       |
|------------------------|-----------------------------------------------------------------------------------------------------------------|---------------|----------------|--------------------------------------------------|--------------|---------------------------------------------------------------------------|
| VDM/TECH/25/07/2024/03 | APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE) | 8CE or Higher | 11/10;/2024    | 16/10/2024 at 10h00 at Mutale Purification Works | 22/11/2024   | General Manager Technical Services<br>Mr. W Maluleke<br>Tel: 015 960 2000 |

Tender documents can be bought from the Vhembe District Municipality, Old Parliament Building, Thohoyandou for a non-refundable fee of **R1991.00** per tender document during office hours from 08h00 -13h00 and 14h00 – 16h00 weekdays.

Completed Tenders in ink and clearly marked **“Contract No.: VDM/TECH/25/07/2024/03”** and **“Contract Description: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)”** must be placed in the Tender Box, VHEMBE DISTRICT MUNICIPALITY, next to Khoroni Hotel (Former Venda Tusk Hotel), Thohoyandou, not later than **12H00 on 22 November 2024**, soon after the tenders will be opened in public at VHEMBE DISTRICT MUNICIPALITY Head Offices. Tenders shall remain valid for a period of **12 weeks** from closing date and no late, faxed, e-mailed or other form of tenders will be accepted. The tender proposal shall be accompanied by an electronic copy in the form of a “USB” memory stick. It is the responsibility of the tenderer to scan all the physical copy submission to avoid disqualification

Bids will be evaluated in terms of Vhembe District Municipality’s Supply Chain Management Policy, the MFMA SCM Regulations, the Preferential Procurement Policy Framework Act and its Regulations, 2011, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NB: All service providers/bidders are requested to pre-number and initial their documents before submission.**

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

Administrative enquiries can be directed to the Manager Supply Chain Ms Sigida N.P at telephone number 015 960 2000

**Mr. ZN Kutama  
MUNICIPAL MANAGER  
OLD PARLIAMENT BUILDING  
CNR CASINO BVLD & TSHIVHASE STREET  
THOHOYANDOU**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART: A: INVITATION TO BID:**

**MBD1**

|                                                                                                                                                                                                                                                     |                                                                                                                 |                             |                                     |                              |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------|------------------------------|-----------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (VHEMBE DISTRICT MUNICIPALITY)</b>                                                                                                                                                         |                                                                                                                 |                             |                                     |                              |                             |
| BID NUMBER:                                                                                                                                                                                                                                         | VDM/TECH/25/07/2024/03                                                                                          | CLOSING                     | 2024/10/11                          | CLOSING                      | 12:00                       |
| BID DESCRIPTION                                                                                                                                                                                                                                     | APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE) |                             |                                     |                              |                             |
| An official and compulsory briefing session will be held on 16 October 2024 at Vhembe District Municipality at 10h00.                                                                                                                               |                                                                                                                 |                             |                                     |                              |                             |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF VHEMBE DISTRICT MUNICIPALITY.                                                                                               |                                                                                                                 |                             |                                     |                              |                             |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (VHEMBE DISTRICT MUNICIPALITY, next to Khoroni Hotel (Former Venda Tusk Hotel) not later than 12:00 on the 22nd of November 2024.                                                |                                                                                                                 |                             |                                     |                              |                             |
| The Bid box is generally open on weekdays during working hours                                                                                                                                                                                      |                                                                                                                 |                             |                                     |                              |                             |
| Completed Bid document, fully priced and signed must be sealed in an envelope marked “ <b>BID NUMBER: VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)</b> ” |                                                                                                                 |                             |                                     |                              |                             |
| Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.                                                                                                      |                                                                                                                 |                             |                                     |                              |                             |
| Bid documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy shall be purchased with a non-refundable cash deposit of R1991.00 charged for each set of documents issued.                    |                                                                                                                 |                             |                                     |                              |                             |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                                         |                                                                                                                 |                             |                                     |                              |                             |
| NAME OF BIDDER                                                                                                                                                                                                                                      |                                                                                                                 |                             |                                     |                              |                             |
| POSTAL ADDRESS                                                                                                                                                                                                                                      |                                                                                                                 |                             |                                     |                              |                             |
| STREET ADDRESS                                                                                                                                                                                                                                      |                                                                                                                 |                             |                                     |                              |                             |
| TELEPHONE NUMBER                                                                                                                                                                                                                                    | CODE                                                                                                            |                             | NUMBER                              |                              |                             |
| CELLPHONE NUMBER                                                                                                                                                                                                                                    |                                                                                                                 |                             |                                     |                              |                             |
| FACSIMILE NUMBER                                                                                                                                                                                                                                    | CODE                                                                                                            |                             | NUMBER                              |                              |                             |
| E-MAIL ADDRESS                                                                                                                                                                                                                                      |                                                                                                                 |                             |                                     |                              |                             |
| VAT REGISTRATION NUMBER                                                                                                                                                                                                                             |                                                                                                                 |                             |                                     |                              |                             |
| TAX COMPLIANCE STATUS                                                                                                                                                                                                                               | TCS PIN:                                                                                                        |                             | OR                                  | CSD No:                      |                             |
| NUMBER OF ITEMS QUOTED                                                                                                                                                                                                                              |                                                                                                                 |                             |                                     |                              |                             |
| B-BBEE STATUS LEVEL NUMBER                                                                                                                                                                                                                          | -----                                                                                                           |                             | <b>TOTAL BID PRICE</b>              | <b>BID R</b>                 |                             |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]                                                                                                                                                                                  | <input type="checkbox"/> Yes                                                                                    | <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>                                                                               |                                                                                                                 |                             |                                     |                              |                             |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|                                                                                                                                                                                       |                 |                                                                                                                                                                                                               |  |                                                                                                                                                |  |                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                         |                 | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                                                                                            |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                       |  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |  |
| MINIMUM OPPORTUNITIES TO BE CREATED                                                                                                                                                   |                 | 100                                                                                                                                                                                                           |  | CIDB GRADING                                                                                                                                   |  | 8CE or higher                                                                             |  |
| SIGNATURE OF BIDDER                                                                                                                                                                   |                 | .....<br>...                                                                                                                                                                                                  |  | DATE                                                                                                                                           |  |                                                                                           |  |
| CAPACITY UNDER WHICH THIS BID IS SIGNED                                                                                                                                               |                 |                                                                                                                                                                                                               |  |                                                                                                                                                |  |                                                                                           |  |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:                                                                                                                                       |                 |                                                                                                                                                                                                               |  | TECHNICAL INFORMATION MAY BE DIRECTED TO:                                                                                                      |  |                                                                                           |  |
| MUNICIPALITY                                                                                                                                                                          | VHEMBE DISTRICT | GENERAL MANAGER                                                                                                                                                                                               |  | Mr. W Maluleke                                                                                                                                 |  |                                                                                           |  |
| CONTACT PERSON                                                                                                                                                                        | Ms Sigida N     | TELEPHONE NUMBER                                                                                                                                                                                              |  | 015 962 2000                                                                                                                                   |  |                                                                                           |  |
| TELEPHONE NUMBER                                                                                                                                                                      | (015) 962 2000  | FACSIMILE NUMBER                                                                                                                                                                                              |  | N/A                                                                                                                                            |  |                                                                                           |  |
| FACSIMILE NUMBER                                                                                                                                                                      | (015) 962 5277  | E-MAIL ADDRESS                                                                                                                                                                                                |  | <a href="mailto:malulekew@vhemb e.gov.za">malulekew@vhemb e.gov.za</a>                                                                         |  |                                                                                           |  |
| E-MAIL ADDRESS                                                                                                                                                                        |                 | Batatise Consulting Engineers (Pty) Ltd: Jabula Nkomo,<br>Telephone: (010) 442 6759<br>Cell: 068 285 4350<br>E-mail address: <a href="mailto:jabula@batatiseconsulting.com">jabula@batatiseconsulting.com</a> |  |                                                                                                                                                |  |                                                                                           |  |
|  <p><b>EXPANDED PUBLIC WORKS PROGRAMME</b><br/>Creating opportunities towards human fulfilment</p> |                 |                                                                                                                                                                                                               |  |  <p><b>mig</b>   <b>Municipal Infrastructure Grant</b></p> |  |                                                                                           |  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART B TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                          |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                |                                                          |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                             |                                                          |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</b>                                                                                                                                    |                                                          |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |                                                          |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                    |                                                          |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                           |                                                          |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.                                                          |                                                          |
| 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.         |                                                          |
| 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.                                                                                                                                                             |                                                          |
| 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                                                                             |                                                          |
| 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                                                                                       |                                                          |
| 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                        |                                                          |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                     |                                                          |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                                     | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                                           | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                                               | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                                           | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.                      |                                                          |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## VHEMBE DISTRICT MUNICIPALITY

### VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)

#### T1.2 TENDER DATA

##### T1.2.1 CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (SFU) of May 2010, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 - See [www.cidb.org.za](http://www.cidb.org.za).

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. In the interpretation of any ambiguity or inconsistency between the Tender Data and the Standard Conditions of Tender, the Tender Data shall have precedence.

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

| Clause number                                  | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>EMPLOYER</u></b><br><b>F1.1</b>          | <p>The "Employer" is "Vhembe District Municipality"</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is:<br/>Vhembe District Municipality, Old Parliament Building, Thohoyandou.</p> <p>The Employer's address for communication relating to this project is:<br/>Private Bag X 5006, Thohoyandou, 0950</p>                                                                                                                                                                                                                                                                                                                                                  |
| <b><u>TENDER DOCUMENTS</u></b><br><b>F.1.2</b> | <p>"The following documents form part of this tender:</p> <p><b>VOLUME 1</b></p> <p><b>Part T1 Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 Standard and Particular conditions to tender</p> <p><b>Part T2 Returnable Documents</b></p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules that will be incorporated into the Contract</p> <p><b>Part C1 Agreements and Contract Data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form for Adjudicators Appointment</p> <p>C1.4 Agreement in terms of Occupational Health and Safety</p> <p><b>Part C2 Pricing Data</b></p> |

Contractor

Witness 1

Witness 2

Employer

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| Clause number                                                      | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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|                                                                    | C2.1 Pricing Instructions<br>C2.2 Bill of Quantities                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                    | <b>VOLUME 2</b><br><b>Part C3 Scope of Work</b><br>C3.1 Standard Specifications<br>C3.2 Project Specifications<br>C3.3 Electrical Specifications<br>C3.4 Mechanical Specifications<br>C3.5 Mechanical: Materials and Workmanship<br>C3.6 Detailed Mechanical Specifications<br>C3.7 OHS Specifications<br><b>Part C4: Site Information</b><br><br><b>Part C5: Contract Drawings</b><br><b>ANNEXURES</b><br>Annexure 1 Baseline Risk Assessment |
| <b><u>EMPLOYER'S AGENT</u></b><br><b>F.1.4</b>                     | The Employer's agents are:<br><b>a) Principal Agent</b><br>Batatise Consulting Engineers.<br><u>Physical Address:</u> Stone Ridge Office Park<br>Cnr Witkoppen and, Paulshof<br>Unit 8, 1 Waterford Place, Kleeve Hill Park<br>Sandton, Johannesburg<br>2151<br>Tel.: +27(0)10 442 6759<br>E-mail: <a href="mailto:info@batatisconsulting.com">info@batatisconsulting.com</a><br><u>Postal Address:</u> Same as physical Address<br>Fax: N/A   |
| <b><u>TENDERER'S OBLIGATIONS</u></b>                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b><u>Eligibility</u></b><br><b>F.2.1</b>                          | <i>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders</i>                                                                                                                                 |
| <b>F2.18</b>                                                       | <i>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</i>                                                                                                                                                                  |
| <b><u>Site Visit and Clarification Meeting</u></b><br><b>F.2.7</b> | The arrangements for a compulsory pre-tender meeting are:<br><b>Location: Mutale Purification Works.</b><br><b>Date: 16/10/2024 at 10h00.</b>                                                                                                                                                                                                                                                                                                  |
| <b><u>Insurance</u></b>                                            | No insurance cover will be provided by the Employer.                                                                                                                                                                                                                                                                                                                                                                                           |

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| Clause number                                             | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| <b>F.2.9</b>                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b><u>Alternative Tender Offers</u></b><br><b>F. 2.12</b> | <p>Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with tender original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements:</p> <p><b>5.4.1. <u>Tenders</u></b><br/>An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in <b>the same envelope as the main tender offer</b>, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted. Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.</p> <p>Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice.</p> <p><b>5.4.2. <u>Preliminary calculations</u></b><br/>Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.</p> <p><b>5.4.3. <u>Preliminary drawings</u></b><br/>Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.</p> <p><b>5.4.4. <u>Quantities</u></b><br/>Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will</p> |

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| Clause number                                                      | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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|                                                                    | <p>determine quantities shall be clearly and conspicuously marked by underlining or colouring and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).</p> <p>5.4.5. <u>Further details</u><br/>Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.</p> <p>5.4.6. <u>Preliminary adjudication of alternative designs</u><br/>The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly.</p> <p>5.4.7. <u>Acceptance of alternative design</u><br/>The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer.</p> |
| <p><b><u>Submitting a Tender Offer</u></b></p> <p><b>F2.13</b></p> | <p>5.5.1. <u>Whole of the Works</u> (Cl. F.2.13.1)<br/>Tenderers shall offer to provide for the whole of the Works identified.</p> <p>5.5.2. <u>Original tender documents</u> (Cl. F2.13.3)<br/>The original tender document, issued to the Bidder, shall be submitted in its entirety, accompanied by an electronic copy in the form of a "USB" memory stick.</p> <p>5.5.3. <u>Marking of Tender Submissions</u> (Cl. F2.13.5)<br/>The complete tender documents shall be enclosed and sealed in a single envelope, marked:<br/> <b>"VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)."</b><br/> The Employer's address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at:<br/> <b>Vhembe District Municipality,</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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| Clause number                        | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <p style="text-align: center;"><b>Old Parliament Building,<br/>Corner Casino Blvd Street and Tshivhase Street,<br/>Thohoyandou</b></p> <p>5.5.4. <u>Two envelope system</u> (Cl. F.2.13.6)<br/>A two-envelope procedure will not be followed.</p> <p>5.5.5. <u>Closing time</u> (Cl. F.2.15)<br/>The closing time for submission of tender offers is: <b>12H00</b></p> <p>Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.</p> <p>5.5.6. <u>Tender offer validity</u> (Cl. F.2.16)<br/>The tender offer validity period is <b>12 weeks</b> after tender closing date.</p> <p>5.5.7. <u>Clarification of tender offer after submission</u> (Cl. F.2.17)<br/>Delete the last part of the second sentence, commencing with the word “and”.<br/>Furthermore, delete the last two sentences of Cl. F.2.17.</p> <p>Add the following sentence:<br/>“The rates stated by the Bidder shall be binding”.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                      | <p>5.5.8. <u>Provide other Material</u> (Cl. F.2.18.1)<br/>Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder’s commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer’s request, the Employer will regard the tender offer as being non-responsive.</p> <p>5.5.9. <u>Certificates</u> (Cl. F.2.23)<br/>The following certificates are to be provided with this tender:</p> <ul style="list-style-type: none"> <li>a) Valid Central Supplier Database (CSD) number</li> <li>b) Compensation Fund registration certificate</li> <li>c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> </ul> <p>A minimum grading of <b>8CE</b> is required.</p> <p><b><u>Important Note:</u></b><br/>Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p> |
| <b><u>EMPLOYER’S UNDERTAKING</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| Clause number                                              | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
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| <b><u>Opening of Tender Submissions</u></b><br><b>F3.4</b> | The time and location for opening of the tender offers are:<br><b>12:00 on 22 November 2024</b><br><b>Location: Tender Box, VHEMBE DISTRICT MUNICIPALITY, next to Khoroni Hotel (Former Venda Tusk Hotel), Thohoyandou</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| <b><u>Arithmetical Errors</u></b><br><b>F.3.9.1</b>        | Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with:<br>b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.<br>c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.<br>d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorised Provisional Sums and items of extra work as have become payable in terms of the Contract Data.                                                                           |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| <b><u>EVALUATION OF TENDER OFFERS</u></b><br><b>F3.11</b>  | <p>The bids will be evaluated in two stages. The first stage will check whether the bidders have submitted all documents as requested on the advert.</p> <p>The second stage of the evaluation will be based on Functionality, Price (90) and preference points for Specific Goals (10)</p> <p>Goals at which points should be allocated.</p> <table border="1"> <thead> <tr> <th>DESCRIPTION</th><th>TOTAL POINTS</th></tr> </thead> <tbody> <tr> <td><b>FUNCTIONALITY</b></td><td></td></tr> <tr> <td>Experience and references (company)</td><td>40</td></tr> <tr> <td>Financial references</td><td>15</td></tr> <tr> <td>Representatives Experience</td><td>15</td></tr> <tr> <td>Qualification of the key staff</td><td>15</td></tr> <tr> <td>Plant and Equipment</td><td>15</td></tr> <tr> <td><b>Price</b></td><td><b>90</b></td></tr> <tr> <td><b>Specific Goals Points</b></td><td><b>10</b></td></tr> <tr> <td><b>TOTAL</b></td><td><b>100</b></td></tr> </tbody> </table> <p>Refer to tables 1 to 6 to be completed for points claimed.</p> <p>Service providers who score less than 70% on functionality will be regarded as non-responsive to this bid.</p> | DESCRIPTION | TOTAL POINTS | <b>FUNCTIONALITY</b> |  | Experience and references (company) | 40 | Financial references | 15 | Representatives Experience | 15 | Qualification of the key staff | 15 | Plant and Equipment | 15 | <b>Price</b> | <b>90</b> | <b>Specific Goals Points</b> | <b>10</b> | <b>TOTAL</b> | <b>100</b> |
| DESCRIPTION                                                | TOTAL POINTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| <b>FUNCTIONALITY</b>                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| Experience and references (company)                        | 40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| Financial references                                       | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| Representatives Experience                                 | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| Qualification of the key staff                             | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| Plant and Equipment                                        | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| <b>Price</b>                                               | <b>90</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| <b>Specific Goals Points</b>                               | <b>10</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |
| <b>TOTAL</b>                                               | <b>100</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |              |                      |  |                                     |    |                      |    |                            |    |                                |    |                     |    |              |           |                              |           |              |            |

Contractor

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Employer

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| Clause number                                                                                                                                                                                                                                                                                                                                                                                                                         | Tender Data                                                                                                                                                                 |                               |                                   |                         |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>TABLE 1A: EXPERIENCE AND REFERENCES</b>                                                                                                                                  |                               |                                   |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>TARGETED GOALS</b><br>Name reference with contact details of projects involving Bulk water pipeline projects with a contract value of more than R30 million)             | <b>MAX POINT TO BE SCORED</b> | <b>POINTS CLAIMED BY TENDERER</b> | <b>ALLOCATED POINTS</b> |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                     | Project 1                                                                                                                                                                   | 10                            |                                   |                         |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                     | Project 2                                                                                                                                                                   | 10                            |                                   |                         |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                     | Project 3                                                                                                                                                                   | 10                            |                                   |                         |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                     | Project 4                                                                                                                                                                   | 10                            |                                   |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>SUB TOTAL: Reputation and References</b>                                                                                                                                 | <b>40</b>                     |                                   |                         |
| <p><b>Note: The tender should attach the appointment letters and signed completion certificate issued by the Client as a proof for having completed such project.</b></p> <ul style="list-style-type: none"> <li><b>In case a Contractor was a sub-contractor, letter of appointment of the main Contractor by the Client and Completion certificate of the main Contractor must be attached in order to claim points.</b></li> </ul> |                                                                                                                                                                             |                               |                                   |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>TABLE 2: FINANCIAL REFERENCES</b>                                                                                                                                        |                               |                                   |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>TARGETED GOALS</b>                                                                                                                                                       | <b>TENDERED GOAL</b>          | <b>POINTS CLAIMED BY TENDERER</b> | <b>ALLOCATED POINTS</b> |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                     | Tenderer submitted banking details proof attached                                                                                                                           | 2                             |                                   |                         |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                     | Bank rating of "C" or better                                                                                                                                                | 8                             |                                   |                         |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                     | Registered financial Institution's full details as guarantor in the amount of 10% as specification for surety purposes shall be submitted. (Evaluation Committee to verify) | 5                             |                                   |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>SUB TOTAL: Financial References</b>                                                                                                                                      | <b>15</b>                     |                                   |                         |
| <p><b>Note: proof from the bank or financial institution must be attached.</b></p>                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                             |                               |                                   |                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>TABLE 3: EXPERIENCE OF KEY STAFF</b>                                                                                                                                     |                               |                                   |                         |

Contractor

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Witness 2

Employer

Witness 1

Witness 2

| Clause number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Tender Data                            |                                                                                       |                            |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        |                                                                                       |                            |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        | <b>TARGETED GOALS</b>                                                                 | <b>TENDERED GOAL</b>       | <b>POINTS CLAIMED BY TENDERER</b> | <b>ALLOCATED POINTS</b> |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | Contract Manager: Minimum five (5) years bulk water pipelines                         | 5                          |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | Site Agent: Minimum five (5) years bulk water pipelines                               | 4                          |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | Foreman: Minimum five (5) years bulk water pipelines                                  | 3                          |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | Health and Safety Office: Minimum three (3) years of experience in bulk water project | 3                          |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        | <b>SUB TOTAL: EXPERIENCE REFERENCES</b>                                               | <b>15</b>                  |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
| <p><b>Note: Project organogram of the project team should be attached. Curriculum vitae with detailed experience and contact details should be attached to the tender document for verification by the consultants.</b></p> <p><b>TABLE 4: QUALIFICATIONS OF KEY STAFF</b></p> <table border="1"> <thead> <tr> <th></th><th>TARGETED GOALS</th><th>TENDERED GOAL</th><th>POINTS CLAIMED BY TENDERER</th><th>ALLOCATED POINTS</th></tr> </thead> <tbody> <tr> <td>1</td><td>Contract Manager: Civil Engineering</td><td>Degree = 5<br/>National Diploma =3</td><td></td><td></td></tr> <tr> <td>2</td><td>Site Agent: Civil Engineering</td><td>Degree = 4<br/>National Diploma =3</td><td></td><td></td></tr> <tr> <td>3</td><td>Foreman: Civil Engineering</td><td>Degree = 3<br/>National Diploma =2<br/>Certific= 1</td><td></td><td></td></tr> <tr> <td>4</td><td>Health and Safety Officer</td><td>National diploma = 3<br/>Certific = 2</td><td></td><td></td></tr> <tr> <td></td><td><b>SUB TOTAL: Financial References</b></td><td><b>15</b></td><td></td><td></td></tr> </tbody> </table> <p><b>Note: Certified relevant qualifications should be attached.<br/>Foreign Qualifications must be accompanied by SAQA Accreditation Certificate</b></p> <p><b>TABLE 5: PLANT AND EQUIPMENT</b></p> <table border="1"> <thead> <tr> <th></th><th>TARGETED GOALS</th><th>TENDERED GOAL</th><th>POINTS CLAIMED BY TENDERER</th><th>ALLOCATED POINTS</th></tr> </thead> <tbody> <tr> <td>1</td><td>1 X Excavator</td><td>3</td><td></td><td></td></tr> </tbody> </table> |                                        |                                                                                       |                            |                                   |                         |  | TARGETED GOALS | TENDERED GOAL | POINTS CLAIMED BY TENDERER | ALLOCATED POINTS | 1 | Contract Manager: Civil Engineering | Degree = 5<br>National Diploma =3 |  |  | 2 | Site Agent: Civil Engineering | Degree = 4<br>National Diploma =3 |  |  | 3 | Foreman: Civil Engineering | Degree = 3<br>National Diploma =2<br>Certific= 1 |  |  | 4 | Health and Safety Officer | National diploma = 3<br>Certific = 2 |  |  |  | <b>SUB TOTAL: Financial References</b> | <b>15</b> |  |  |  | TARGETED GOALS | TENDERED GOAL | POINTS CLAIMED BY TENDERER | ALLOCATED POINTS | 1 | 1 X Excavator | 3 |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | TARGETED GOALS                         | TENDERED GOAL                                                                         | POINTS CLAIMED BY TENDERER | ALLOCATED POINTS                  |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Contract Manager: Civil Engineering    | Degree = 5<br>National Diploma =3                                                     |                            |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Site Agent: Civil Engineering          | Degree = 4<br>National Diploma =3                                                     |                            |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Foreman: Civil Engineering             | Degree = 3<br>National Diploma =2<br>Certific= 1                                      |                            |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Health and Safety Officer              | National diploma = 3<br>Certific = 2                                                  |                            |                                   |                         |  |                |               |                            |                  |   |                                     |                                   |  |  |   |                               |                                   |  |  |   |                            |                                                  |  |  |   |                           |                                      |  |  |  |                                        |           |  |  |  |                |               |                            |                  |   |               |   |  |  |
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Clause number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
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| <b>NB: Proof of Ownership to be submitted with tender. If plant will be hired a letter from plant hire company confirming availability is required.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
| <b>TABLE 6 : SUMMARY OF TABLE 1 TO TABLE 5</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
| <table><tr><td colspan="2"></td><td><b>MAXIMUM POINTS TO BE ALLOCATED</b></td><td><b>POINTS CLAIMED BY TENDERER</b></td><td><b>ALLOCATED POINTS</b></td></tr><tr><td rowspan="5"></td><td>EXPERIENCE AND REFERENCES : TABLE 1</td><td>40</td><td></td><td></td></tr><tr><td>FINANCIAL REFERENCES: TABLE 2</td><td>15</td><td></td><td></td></tr><tr><td>EXPERIENCE OF KEY STAFF: TABLE 3</td><td>15</td><td></td><td></td></tr><tr><td>QUALIFICATION OF KEY STAFF: TABLE 4</td><td>15</td><td></td><td></td></tr><tr><td>PLANT AND EQUIPMENT : TABLE 5</td><td>15</td><td></td><td></td></tr><tr><td></td><td><b>TOTAL</b></td><td><b>100</b></td><td></td><td></td></tr></table> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                   |                         |  |  |  | <b>MAXIMUM POINTS TO BE ALLOCATED</b> | <b>POINTS CLAIMED BY TENDERER</b> | <b>ALLOCATED POINTS</b> |  | EXPERIENCE AND REFERENCES : TABLE 1 | 40 |  |  | FINANCIAL REFERENCES: TABLE 2 | 15 |  |  | EXPERIENCE OF KEY STAFF: TABLE 3 | 15 |  |  | QUALIFICATION OF KEY STAFF: TABLE 4 | 15 |  |  | PLANT AND EQUIPMENT : TABLE 5 | 15 |  |  |  | <b>TOTAL</b> | <b>100</b> |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>MAXIMUM POINTS TO BE ALLOCATED</b> | <b>POINTS CLAIMED BY TENDERER</b> | <b>ALLOCATED POINTS</b> |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | EXPERIENCE AND REFERENCES : TABLE 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 40                                    |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | FINANCIAL REFERENCES: TABLE 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 15                                    |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | EXPERIENCE OF KEY STAFF: TABLE 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 15                                    |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | QUALIFICATION OF KEY STAFF: TABLE 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 15                                    |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PLANT AND EQUIPMENT : TABLE 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 15                                    |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>100</b>                            |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
| <b>N.B. failure to submit requested document will result in disqualification of points.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
| <b>Please note that a bidder who does not achieve a minimum of 75 percent will not be evaluated further.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                       |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |
| <b><u>ACCEPTANCE OF TENDER OFFER</u></b><br><b>F3.13</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Tender offers will only be accepted if:<br><br>a) The bidder has in his or her possession a Valid Central Supplier Database (CSD) Number<br>b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. A minimum grading of <b>8CE</b> is required for the main contractor;<br>c) The bidder has demonstrated previous experience with the type of work required under this contract having successfully completed a <b>project of similar scope and size.</b><br>d) The bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and<br>e) The bidder has not abused the Employer’s Supply Chain Management System.<br>f) The bidder has not failed to perform on any previous contract.<br><br>g) has complete the Compulsory Enterprise Questionnaire and there are no conflicts |                                       |                                   |                         |  |  |  |                                       |                                   |                         |  |                                     |    |  |  |                               |    |  |  |                                  |    |  |  |                                     |    |  |  |                               |    |  |  |  |              |            |  |  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Clause number                                                          | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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|                                                                        | of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b><u>PROVIDE COPIES OF THE CONTRACT DOCUMENT</u></b><br><b>F.3.18</b> | The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is <b>one</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b><u>VHEMBE DISTRICT MUNICIPALITY</u></b><br><b>Special No.1</b>      | <p><b>EME's (Exempt Micro Enterprises)/QSE's (Qualifying Small Enterprises:</b><br/>It is a requirement and <b>compulsory</b> of this contract that the successful tenderer must subcontract a minimum of <b>30%</b> of the value (excluding 10% contingencies, P&amp;Gs and Provisional Sums) of the contract to <b>Local Content (starting from Local subcontractors in local ward, then local Municipality and if skills are not available it can be extended to Vhembe District Municipality.)</b>:</p> <p>(a) an EME or QSE;</p> <p>(b) an EME or QSE which is at least 51% owned by black people;</p> <p>(c) an EME or QSE which is at least 51% owned by black people who are youth;</p> <p>(d) an EME or QSE which is at least 51% owned by black people who are women;</p> <p>(e) an EME or QSE which is at least 51% owned by black people with disabilities;</p> <p>(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;</p> <p>(g) a cooperative which is at least 51% owned by black people;</p> <p>(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or</p> <p>(i) more than one of the categories referred to in paragraphs (a) to (h).</p> <p>Vhembe District Municipality will 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 above from which the tenderer must select a supplier.</p> <p><b>The minimum target for participation is thirty percent (30%)</b> of the total contract value (excluding 10% contingencies, P&amp;Gs and Provisional Sums). This can be achieved through either one or more sub-contractors.</p> <p>Information in this regard needs to be provided by the contractor on Forms RDP 2 (E), RDP 2 (E1), RDP 2 (E2), etc. <b>Commitment to these goals will be a condition of award.</b></p> |
| <b><u>VHEMBE DISTRICT MUNICIPALITY</u></b><br><b>Special No.2</b>      | <p><b>Labour Content:</b><br/>The minimum Labour content for this project shall be <b>10%</b> of the works.</p> <p><b>Note: At least 60% of this labour content shall be from the LOCAL COMMUNITY where LOCAL COMMUNITY means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said 60%.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **T1.3 STANDARD CONDITIONS OF TENDER**

### **F1 General**

#### **F1.1 Actions**

F1.1.1 The employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2. The employer and the Bidder and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Bidders shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

#### **F.1.2 Tender Documents**

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

#### **F.1.3 Interpretation**

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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

Each communication between the employer and a Bidder shall be to or from the employer's representative and also be documented in a form of email or relevant media tools for purpose of records. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the employer's representative are stated in the tender data.

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

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

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

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

##### **F.2.1 Eligibility**

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

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

**F.2.2.1** Accept that, the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

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

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

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

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

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

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

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

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

### **F.2.9 Insurance**

The Bidder is advised to seek qualified advice regarding insurance.

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

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

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

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

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

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

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

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

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

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

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

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the Bidder's name and contact address.

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

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

**F.2.14** 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.

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the Bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the purpose of a full and fair risk assessment. Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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

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

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

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

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

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

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

If so, instructed by the employer, return all retained tender documents within 28 days after the expiry of

the validity period stated in the tender data.

### **F.2.23 Certificates**

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

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

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

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all Bidders who drew procurement documents.

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

If necessary, issue addenda that may amend or amplify the tender documents to each Bidder during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a Bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Bidders who drew documents.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

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

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

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

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

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

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

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

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

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

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

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

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

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

Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

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

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

## **F3.11 Evaluation of tender offers**

### **F3.11.1 General**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F3.11.2 Method 1: Financial offer**

In the case of a financial offer:

Rank tender offers from the most favourable to the least favourable comparative offer.

Recommend the highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Re-rank all Bidders should there be compelling and justifiable reasons not to recommend the highest ranked Bidder and recommend the highest ranked Bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### **F3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.

Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

$N_P$  is the number of tender evaluation point awarded for preferences claimed in accordance with 3.11.8.

Rank tender offers from the highest number of tender evaluation points to the lowest.

Recommend the Bidder 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.

Rescore and re-rank all Bidders should there be compelling and justifiable reasons not to recommend the Bidder with the highest number of tender evaluation points, and recommend the Bidder 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.

#### **F3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 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.

Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

*Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;*

*$N_Q$  is the number of tender evaluation point awarded for preferences claimed in accordance with 3.11.9.*

Rank tender offers from the highest number of tender evaluation points to the lowest.

Recommend the Bidder 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.

Rescore and re-rank all Bidders should there be compelling and justifiable reasons not to recommend the Bidder with the highest number of tender evaluation points and recommend the Bidder 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.

### **F3.11.5 Method 4; Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 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.

Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

*Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7*

*$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8*

*$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.*

Rank tender offers from the highest number of tender evaluation points to the lowest.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Recommend the Bidder 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.

Rescore and re-rank all Bidders should there be compelling and justifiable reasons not to recommend the Bidder with the highest number of tender evaluation points and recommend the Bidder 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.

### F3.11.6 Decimal places

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

#### Scoring Financial Offers

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

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

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

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

$A$  is a number calculated using the formula and option described in Table 1 as stated in the Tender Data.

**Table 1: Formulae for calculating the value of A**

| Formula                                                                                                                                           | Comparison aimed at achieving               | Option 1 <sup>a</sup>                          | Option 2 <sup>a</sup> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------|-----------------------|
| 1                                                                                                                                                 | Highest price or discount                   | $A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$ | $A = P / P_m$         |
| 2                                                                                                                                                 | Lowest price or percentage commission / fee | $A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$ | $A = P_m / P$         |
| $P_m$ is the comparative offer of the most favourable comparative offer.<br>$P$ is the comparative offer of the tender offer under consideration. |                                             |                                                |                       |

### **F3.11.8 Scoring preferences**

Confirm that Bidders are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Bidders are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### **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:

$$N_Q = W_2 \times S_o / M_s$$

*Where:  $S_o$  is the score for quality allocated to the submission under consideration;*

*$M_s$  is the maximum possible score for quality in respect of a submission; and*

*$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.*

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

No insurance is provided by the employer

### **F.3.13 Acceptance of tender offer**

#### **F3.13.1 Tender Offers will only be accepted on condition that:**

the tender offer is signed by a person authorized to sign on behalf of the Bidder;

a valid original Tax Clearance Certificate is included with his tender;

Bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2014 as well as the Bidder's health and safety plan, is included with his tender submission;

a Bidder who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;

the Bidder or a competent authorized representative of the PSP who submitted the tender has attended the compulsory clarification meeting or site inspection;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Bidder or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;

The Bidder has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to his effect;

The Bidder or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.

The Employer is satisfied that the Bidder or any of his principals have not influenced the tender offer and acceptance by the following criteria:

having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;

having acted in a fraudulent or corrupt manner in obtaining or executing this contract;

having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Bidder's favour;

having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;

having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;

The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

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

#### **F.3.14 Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the employer's notice of acceptance, notify other Bidders that their tender offers have not been accepted.

#### **F.3.15. Prepare contract documents**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

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

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

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

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

main contract is signed.

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

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

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

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

**END OF SECTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## VHEMBE DISTRICT MUNICIPALITY

### VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)

## PART T2: RETURNABLE DOCUMENTS

### TABLE OF CONTENTS

#### T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

#### 1. Returnable Schedules required only for Tender evaluation purposes

- A. Certificate of Authority of Signatory
- B. Certificate of Registration with the Construction Industry Development Board
- C. Certificate of authority for joint ventures (where applicable)
- D. Compulsory Enterprise Questionnaire
- E. Record of Addenda to Tender Documents
- F. Proposed Amendments and Qualifications
- G. Form of Intent to Provide a Performance Guarantee
- H. Schedule of Subcontractors
- I. Schedule of Available Infrastructure, Resources and Experience
- J. Financial Information of the Tenderer
- K. Certificate for Municipal Services and Payments: Annexure B
- L. Authorisation for deduction of outstanding amounts owed to Council: Annexure C
- M. Declaration of Tenderer's Past Supply Chain Management Practices: MBD 8
- N. Declaration of interest: MBD 4
- O. National industrial participation programme: MBD 5
- P. Declaration for procurement above R10 Million: MBD 5
- Q. Declaration certificate for local production and content: MBD 6.2
- R. Certificate of the Independent Tender Determination: MBD 9
- S. Compliance with OHSA (Act 85 of 1993)
- T. Original Bank rating letter
- U. Day Works
- V. Names of management and supervisory staff for the LIC works
- W. Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017

#### 2. Other documents required only for Tender evaluation purposes

- CSD Summary report.
- Tax Clearance compliance status letter or Tax clearance compliance number. (MBD2)
- Company Registration certificate.
- Proof of Purchased tender document receipt.
- Proof that the bidder municipal business account or any of the Directors municipal account is not in arrears (N.B. Municipal Clearance not older than three months) or Letter from Traditional Authority indicating that they are not paying rates and taxes.
- CIDB Certificate.
- Audited Financial Statement and

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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

- Certified BBBEE Verification certificate.
- Compensation Fund Registration Certificate
- Curricula Vitae of Personnel
- Rates of Labour and Materials (Day work Rates)

**3. Schedules for Special Conditions of Tender**

- A Labour Content
- B Employment of EME's or QSE's

**4. Other documents that will be incorporated into the contract**

- 3.1 The offer portion of the C1.1 Offer and Acceptance
- 3.2 C1.2 Contract Data (Part 2)
- 3.3 C2.2 Bills of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VHEMBE DISTRICT MUNICIPALITY**

**VDM/TECH/xx/xx/2024/xx: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND  
PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)**

***T2.2 RETURNABLE SCHEDULES***

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1. RETURNABLE SCHEDULES REQUIRED ONLY FOR TENDER EVALUATION PURPOSES**

- A. Certificate of Authority of Signatory
- B. Certificate of Registration with the Construction Industry Development Board
- C. Certificate of authority for joint ventures (where applicable)
- D. Compulsory Enterprise Questionnaire
- E. Record of Addenda to Tender Documents
- F. Proposed Amendments and Qualifications
- G. Form of Intent to Provide a Performance Guarantee
- H. Schedule of Subcontractors
- I. Schedule of Available Infrastructure, Resources and Experience
- J. Financial Information of the Tenderer
- K. Certificate for Municipal Services and Payments: Annexure B
- L. Authorisation for deduction of outstanding amounts owed to Council: Annexure C
- M. Declaration of Tenderer's Past Supply Chain Management Practices: MBD 8
- N. Declaration of interest: MBD 4
- O. National industrial participation programme: MBD 5
- P. Declaration for procurement above R10 Million: MBD 5
- Q. Declaration certificate for local production and content: MBD 6.2
- R. Certificate of the Independent Tender Determination: MBD 9
- S. Compliance with OHSA (Act 85 of 1993)
- T. Original Bank rating letter
- U. Day Works
- V. Names of management and supervisory staff for the LIC works
- W. Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## A: CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

|   |         |  |
|---|---------|--|
| 1 | Company |  |
|---|---------|--|

|   |             |  |
|---|-------------|--|
| 2 | Partnership |  |
|---|-------------|--|

|   |               |  |
|---|---------------|--|
| 3 | Joint Venture |  |
|---|---------------|--|

|   |                 |  |
|---|-----------------|--|
| 4 | Sole Proprietor |  |
|---|-----------------|--|

|   |                   |  |
|---|-------------------|--|
| 5 | Close Corporation |  |
|---|-------------------|--|

### 1. Certificate for company

I, ....., chairperson of the board of directors of  
 .....

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

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

Mr/Ms .....,

acting in the capacity of ....., was authorised to  
 sign all documents in connection with this Tender and any contract resulting from it on  
 behalf of the company.

As witnesses:

1. ....

.....

.

Chairman

.....

.....

.

Print Name

Print Name

2. ....

.....

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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

Date

.....

Print Name

## 2. Certificate of partnership

We, the undersigned, being the key partners in the business trading as ....., hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with the Tender for Contract ....., and any contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

## 3. Certificate for Joint Venture

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

| Name of Firm | Address | Authorising |      |
|--------------|---------|-------------|------|
|              |         | Signature   | Name |
| Lead Partner |         |             |      |
|              |         |             |      |
|              |         |             |      |
|              |         |             |      |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

#### 4. Certificate for sole proprietor

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

as .....

As witnesses:-

1. ....  
 Signature: Sole Owner

.....  
 Print Name Print Name

2. ....

.....  
 Print Name Date

#### 5. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as ..... hereby authorise ..... Mr/Ms ..... acting in the capacity of ....., to sign all documents in connection with the Tender for Contract ..... and any contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**B: CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

**1. General**

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering Tenders. Any enterprise that submits a Tender or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

**2. Status**

Tenderers shall fill in the following sections of this form, depending on their status:

**2.1 Section A**

Tenderers who have accomplished registration and can provide proof of their grading designation.

**2.2 Section B**

Tenderers who are in the process of registration of an update to an existing registration or a renewal.

**2.3 Section C**

Tenderers who have submitted the first application.

**2.4 Section D**

Tenderers submitting this Tender offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.



## SECTION B

I, ..... acting in capacity of .....  
 was authorised to sign all documents in connection with this tender an any contract resulting from  
 it on

behalf of the following entity: .....  
 hereby declare that the above mentioned entity has achieved registration with the Construction In-  
 dustry Development Board on date ....., furthermore declare that the  
 existing grading designation is:

|                |  |
|----------------|--|
| Contract Value |  |
|----------------|--|

|              |  |  |
|--------------|--|--|
| Type of Work |  |  |
|--------------|--|--|

and the following update has been applied for:

|                                    |  |
|------------------------------------|--|
| Amendment of category status       |  |
| Change of Particulars              |  |
| Annual confirmation of Particulars |  |
| Renewal of Registration            |  |

mark with "❄"

.....  
 Signature of Tenderer

.....  
 Signature of Witness

.....  
 Print Name

.....  
 Print Name

|  |
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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

### SECTION C

I, ..... acting in capacity of .....  
 was authorised to sign all documents in connection with this tender an any contract resulting from  
 it on

behalf of the following entity: .....  
 hereby declare that the above mentioned entity has submitted its FIRST APPLICATION FOR  
 REGISTRATION with the Contraction Industry Development board on date .....

I furthermore accept that failure to achieve registration with the Construction Industry Development  
 Board in a category stipulated in the Tender Data within 10 days from the date of closing this tender,  
 implies a non-responsive tender and warrants rejection of the Tender on account of non-compliance  
 with the requirements of the Tender Data.

.....  
 Signature of Tenderer

.....  
 Signature of Witness

.....  
 Print Name

.....  
 Print Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |                |  |              |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------|--|--------------|--|
| <b>SECTION D</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |                |  |              |  |
| <p>I, ..... acting in capacity of the LEAD PARTNER in the Joint Venture</p> <p>.....</p> <p>was authorised to sign all documents in connection with this tender and any contract resulting from it, hereby declare that each partner of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following <b>symbols</b> on the registration certificates:</p> |                               |                |  |              |  |
| <div style="display: flex; align-items: flex-start;"><div style="border: 1px solid black; padding: 5px; margin-right: 10px;">Name of Lead Partner:</div><table border="1" style="border-collapse: collapse;"><tr><td style="padding: 2px 10px;">Contract Value</td><td style="width: 50px;"></td></tr><tr><td style="padding: 2px 10px;">Type of Work</td><td style="width: 50px;"></td></tr></table></div>                                                     |                               | Contract Value |  | Type of Work |  |
| Contract Value                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                |  |              |  |
| Type of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |                |  |              |  |
| <div style="display: flex; align-items: flex-start; margin-top: 20px;"><div style="border: 1px solid black; padding: 5px; margin-right: 10px;">Name of 2<sup>nd</sup> Partner:</div><table border="1" style="border-collapse: collapse;"><tr><td style="padding: 2px 10px;">Contract Value</td><td style="width: 50px;"></td></tr><tr><td style="padding: 2px 10px;">Type of Work</td><td style="width: 50px;"></td></tr></table></div>                         |                               | Contract Value |  | Type of Work |  |
| Contract Value                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                |  |              |  |
| Type of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |                |  |              |  |
| <div style="display: flex; align-items: flex-start; margin-top: 20px;"><div style="border: 1px solid black; padding: 5px; margin-right: 10px;">Name of 3<sup>rd</sup> Partner:</div><table border="1" style="border-collapse: collapse;"><tr><td style="padding: 2px 10px;">Contract Value</td><td style="width: 50px;"></td></tr><tr><td style="padding: 2px 10px;">Type of Work</td><td style="width: 50px;"></td></tr></table></div>                         |                               | Contract Value |  | Type of Work |  |
| Contract Value                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |                |  |              |  |
| Type of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                               |                |  |              |  |
| .....<br>Signature of Tenderer                                                                                                                                                                                                                                                                                                                                                                                                                                  | .....<br>Signature of Witness |                |  |              |  |
| .....<br>Print Name                                                                                                                                                                                                                                                                                                                                                                                                                                             | .....<br>Print Name           |                |  |              |  |

**C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)**

Employer: .....

Contract Number: .....

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this Tender.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:

- a) the contributions of capital and equipment;
- b) portions of the Contract to be performed by the partner's own resources; and
- c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

**1. Joint Venture Particulars**

Name  
.....

Postal Address  
.....

Physical Address  
.....  
.....

Telephone  
.....

Fax  
.....  
.....

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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

Name of authorized representative  
.....

**2. Identity of Partner No. 1**

Name  
.....

Postal Address  
.....

Physical Address .....

.....

Telephone  
.....

Fax .....

Contact Person.....

**3. Identity of Partner No. 2**

Name  
.....

Postal Address  
.....

Physical Address .....

.....

Telephone  
.....

Fax  
.....

Contact Person  
.....

**4. Identity of Partner No. 3**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name .....

Postal Address

.....

Physical Address .....

.....

Telephone

.....

Fax

.....

Contact Person

.....

**5. Description of the role of the partners in the joint venture**

Partner No. 1:

.....

.....

Partner No. 2:

.....

.....

Partner No. 3:

.....

.....

**6. Ownership of the joint venture**

(i) Ownership percentage(s) Partner No. 1 .....  
%

Partner No. 2 .....  
%

Partner No. 3 .....  
%

(ii) Partner percentage in respect of:

a) Profit and loss sharing: Partner No. 1 .....  
%

Partner No. 2 .....  
%

Partner No. 3 .....  
%

b) Initial capital contribution Partner No. 1 R.....

Partner No. 2 R.....

Partner No. 3 R.....

(iii) Anticipated ongoing capital contributions:

Partner No. 1 R.....

Partner No. 2 R.....

Partner No. 3 R.....

(iv) Contributions of equipment (specify types, quality and quantities of equipment) to be provided by each partner:

Partner No. 1:

.....

.....

Partner No. 2:

.....

.....

Partner No. 3:

.....

.

.....

**7. Recent contracts performed by partners in their own right or as partners in other joint ventures**

a) Partner No. 1

(i)

.....

(ii)

.....

(iii)

.....

(iv)

.....

(v)

.....

b) Partner No. 2

(i)

.....

(ii)

.....

(iii)

.....

(iv)

.....

(v)

.....

c) Partner No. 3

(i)

.....

(ii)

.....

(iii)

.....

(iv)

.....

(v)

.....

**8. Control and participation in the joint venture**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority, for example, co-signature requirements and monetary limits).

a) Joint Venture cheque signing

.....  
.....  
.....

b) Authority to enter into contracts on behalf of the Joint Venture

.....  
.....  
.....

c) Signing, co-signing or collateralizing of loans

.....  
.....  
.....

d) Acquisition of lines of credit

.....  
.....  
.....

e) Acquisition of demand bonds

.....  
.....  
.....

f) Negotiating and signing of labour agreements

.....  
 .....  
 .....

**9. Management of the performance of the Contract**  
 (Fill in the name and firm of the responsible person)

a) Supervision of field operations.....

.....

b) Major purchasing.....

.....

c) Estimating.....

.....

d) Technical management.....

.....

**10. Management and control of the joint venture**

a) Identify the managing partner

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors or other parties participating in the performance of the contemplated works:

Partner No. 1:

.....

.....

Partner No. 2:

.....

.....

Partner No. 3:

.....

.....

- c) Describe the management structure for the joint venture's work under this Contract

| Management Function/Designation | Name | Partner |
|---------------------------------|------|---------|
|                                 |      |         |
|                                 |      |         |
|                                 |      |         |
|                                 |      |         |
|                                 |      |         |
|                                 |      |         |
|                                 |      |         |
|                                 |      |         |
|                                 |      |         |

## 11. Personnel

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

| Trade/function/discipline | Number |
|---------------------------|--------|
|                           |        |
|                           |        |
|                           |        |
|                           |        |
|                           |        |
|                           |        |
|                           |        |
|                           |        |
|                           |        |
|                           |        |

- b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:

.....

- c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:

.....

- d) State the name of the individual who shall be responsible for hiring Joint Venture employees:

.....

- e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

.....

.....

## 12. Services

List the firms who provide the following services:

| Service    | Name | Contact Person | Telephone No. |
|------------|------|----------------|---------------|
| Accounting |      |                |               |
| Auditing   |      |                |               |
| Banking    |      |                |               |
| Insurance  |      |                |               |
| Legal      |      |                |               |

## 13.

### Control and structure of the Joint Venture

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....  
.....  
.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture disclosure form and affirms that the foregoing statements are correct and include all the material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture Agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

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

..... (the Joint  
Venture)

Signature: ..... Print Name: .....

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

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

.....  
(Partner No. 1)

Signature: ..... Print Name: .....

Name: .....

Address: .....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Telephone: .....

Date: .....

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

.....  
**(Partner No. 2)**

Signature: .....

Print Name: .....

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

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

.....  
**(Partner No. 3)**

Signature: ..... Print Name: .....

Name: .....

Address: .....

.....

Telephone: .....

Date: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## D: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

### Section 6: Record in the service of the state

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

|                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

| Name of sole proprietor, partner, director, manager, principal | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) |
|----------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|
|----------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| shareholder or stakeholder |  | Current | Within last 12 months |
|----------------------------|--|---------|-----------------------|
|                            |  |         |                       |
|                            |  |         |                       |
|                            |  |         |                       |
|                            |  |         |                       |
|                            |  |         |                       |
|                            |  |         |                       |

\*insert separate page if necessary

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

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

|                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

|                 |  |          |  |
|-----------------|--|----------|--|
| Signed          |  | Date     |  |
| Name            |  | Position |  |
| Enterprise name |  |          |  |

|                      |                      |                      |                      |                      |                      |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Contractor           | Witness 1            | Witness 2            | Employer             | Witness 1            | Witness 2            |

E:     **RECORD OF ADDENDA TO TENDER DOCUMENTS**

|                                                                                                                                                                                                       |      |                  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------|--|
| We confirm that the following communications received from the Employer before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer: |      |                  |  |
| No.                                                                                                                                                                                                   | Date | Title or Details |  |
| 1.                                                                                                                                                                                                    |      |                  |  |
| 2.                                                                                                                                                                                                    |      |                  |  |
| 3.                                                                                                                                                                                                    |      |                  |  |
| 4.                                                                                                                                                                                                    |      |                  |  |
| 5.                                                                                                                                                                                                    |      |                  |  |
| 6.                                                                                                                                                                                                    |      |                  |  |
| 7.                                                                                                                                                                                                    |      |                  |  |
| 8.                                                                                                                                                                                                    |      |                  |  |
| Attach additional pages if more space is required.                                                                                                                                                    |      |                  |  |
| Signed                                                                                                                                                                                                |      | Date             |  |
| Name                                                                                                                                                                                                  |      | Position         |  |
| Tenderer                                                                                                                                                                                              |      |                  |  |

**F: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

| Page     | Clause or item | Proposal |
|----------|----------------|----------|
|          |                |          |
| Signed   |                | Date     |
| Name     |                | Position |
| Tenderer |                |          |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## A. FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

If my/our Tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(\*) Insurance Company (name)

.....

(of ..... address)

.....

.....

(\*) Commercial Bank (Name)

.....

(Branch)

.....

(of address)

.....

.....

to be approved by you, the Employer, for the amount stipulated.

(\*) : delete whichever is not applicable.

I/we understand that failure to produce an acceptable Performance Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

(i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Performance Guarantee.

(ii) instruct the Contractor to cease all work pending provision of the Performance Guarantee, and

(iii) cancel the Contract.

|            |       |          |       |
|------------|-------|----------|-------|
| Signed     | ..... | Date     | ..... |
|            |       |          |       |
| Print Name | ..... | Position | ..... |
|            |       |          |       |
| Tenderer   | ..... |          |       |

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## H: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

| No | Name and address of proposed Subcontractor | Nature and extent of work | Previous experience with Subcontractor. |
|----|--------------------------------------------|---------------------------|-----------------------------------------|
| 1. |                                            |                           |                                         |
| 2. |                                            |                           |                                         |
| 3. |                                            |                           |                                         |
| 4. |                                            |                           |                                         |
| 5. |                                            |                           |                                         |

|          |  |          |  |
|----------|--|----------|--|
| Signed   |  | Date     |  |
| Name     |  | Position |  |
| Tenderer |  |          |  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# I: SCHEDULE OF AVAILABLE INFRASTRUCTURE, RESOURCES AND EXPERIENCE

## 1. Tenderer's List of Third Party Design Engineers

In the event that the Tenderer desires to design all or part of the Works or submit any alternative, he/she shall list here-following, the Design Engineers, accomplished in the specific field of practice, which he/she proposes to employ for the purpose of third party certification of all works designed by the Tenderer for the Works.

- Notes: (i) All costs of third party designs shall be borne solely by the Tenderer.  
(ii) This Schedule must be accurately completed. Phrases such as "to be advised" will not be accepted.

| Section of Works | Name and Address of Registered Engineer |  |  |  | ECSA Registration No. |
|------------------|-----------------------------------------|--|--|--|-----------------------|
|                  |                                         |  |  |  |                       |
|                  |                                         |  |  |  |                       |
|                  |                                         |  |  |  |                       |
|                  |                                         |  |  |  |                       |
|                  |                                         |  |  |  |                       |
|                  |                                         |  |  |  |                       |

## 2. Tenderer's Personnel Profile

|                                                                   |                        |
|-------------------------------------------------------------------|------------------------|
| <b>Key Staff Permanently employed, of foreman level and above</b> | <b>Number of staff</b> |
|                                                                   |                        |
|                                                                   |                        |
|                                                                   |                        |
|                                                                   |                        |
|                                                                   |                        |
|                                                                   |                        |
| Sub-Total                                                         |                        |
| <b>Other Permanent Staff</b>                                      | <b>Number of staff</b> |
|                                                                   |                        |
|                                                                   |                        |
|                                                                   |                        |
|                                                                   |                        |
|                                                                   |                        |
| Sub-Total                                                         |                        |
| <b>Temporary Staff</b>                                            | <b>Number of staff</b> |
|                                                                   |                        |
|                                                                   |                        |
|                                                                   |                        |
|                                                                   |                        |
| Sub-Total                                                         |                        |
| <b>Total</b>                                                      |                        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. **List the Firms who provide the following services:**

| Service    | Name | Contact Person | Telephone |
|------------|------|----------------|-----------|
| Accounting |      |                |           |
| Auditing   |      |                |           |
| Insurance  |      |                |           |
| Legal      |      |                |           |

4. **Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount**

| Loan Source | Address | Date of Loan | Loan Amount |
|-------------|---------|--------------|-------------|
|             |         |              |             |
|             |         |              |             |
|             |         |              |             |

5. **List a maximum of five contract which your enterprise is engaged in and has not yet completed**

| Contract Description | Location | Client | Contract Amount | Expected Completion (month & year) |
|----------------------|----------|--------|-----------------|------------------------------------|
|                      |          |        |                 |                                    |
|                      |          |        |                 |                                    |
|                      |          |        |                 |                                    |

6. **List the four largest assignments completed by your enterprise in the last three years**

| Nature of Work Performed | Client | Consultant Contact Person | Telephone No. | Contract Amount |
|--------------------------|--------|---------------------------|---------------|-----------------|
|                          |        |                           |               |                 |
|                          |        |                           |               |                 |
|                          |        |                           |               |                 |
|                          |        |                           |               |                 |

7. **Address of workshop facilities from where maintenance of works will be undertaken**

.....  
.....

8. **Address of Branch Offices in the RSA**

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. Address of Nearest Representative to Polokwane

10. Has work previously been performed for the Employer? YES/NO\* - Specify

11. Tenderer's Financial Ability to execute and complete the Works

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules of the Employer

**NOTES APPLICABLE:**

- (i) Value added tax to be included in all amounts
- (ii) Assume for the purpose of this estimate, payment of certificates within 30 days after receipt by the Employer.
- (iii) In calculation of the last column,
 

$j = d$ 
 $m = l + g$   
 $k = j + e$ 
 $n = m + h$   
 $l = k + f$ 
 etc
- (iv) Failure to detail the required information, shall automatically signify that the Tenderer lacks the infrastructure and resources necessary to execute and complete the Works

| Month No. in Contract Period                                                                                | Estimated amount in Rands (VAT included) |                    |                      |                      |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------|----------------------|----------------------|
|                                                                                                             | a<br>Received                            | b<br>Payments made | a-b<br>Net cash flow | Cumulative cash flow |
| 1                                                                                                           | -                                        |                    | d                    | j                    |
| 2                                                                                                           |                                          |                    | e                    | k                    |
| 3                                                                                                           |                                          |                    | f                    | l                    |
| 4                                                                                                           |                                          |                    | g                    | m                    |
| 5                                                                                                           |                                          |                    | h                    | n                    |
| 6                                                                                                           |                                          |                    | etc.                 | etc.                 |
| 7                                                                                                           |                                          |                    |                      |                      |
| 8                                                                                                           |                                          |                    |                      |                      |
| 9                                                                                                           |                                          |                    |                      |                      |
| 10                                                                                                          |                                          |                    |                      |                      |
| 11                                                                                                          |                                          |                    |                      |                      |
| 12                                                                                                          |                                          |                    |                      |                      |
| Maximum negative cash flow. Take the largest negative number in the last column and write in here → → → → → |                                          |                    |                      |                      |
| Signed                                                                                                      |                                          |                    | Date                 |                      |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|            |       |          |       |
|------------|-------|----------|-------|
| Print Name | ..... | Position | ..... |
|            |       |          |       |
| Tenderer   | ..... |          |       |

**J: FINANCIAL INFORMATION OF TENDERER**

This information sheet has to be filled in by the financier of the Tenderer, duly signed and stamped on behalf of the financial institution he represents.

**Tenderer Details**

Tender Description : .....

Contract Period : .....

Name of Tenderer : .....

Bank Account Number : .....

Tendered Amount : .....

Performance Guarantee will be provided by this Bank: YES ☐ NO ☐

If yes, state amount of Performance Guarantee: R  
 .....

**Financial Institution**

Name of Commercial Bank : .....

Branch : .....

Name of Bank Manager : .....

Telephone Number : .....

I / We acting on behalf of the above Commercial Bank confirm that

.....  
 (Tenderer)

has operated an account with us for the last ..... years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

| Financial Capability                                                 |                                         |
|----------------------------------------------------------------------|-----------------------------------------|
| Maximum value of contract that the Tenderer is considered capable of | Value on which Bank Rating must be used |
| up to R300 000                                                       | R24 000                                 |
| R1 000 000                                                           | R78 000                                 |
| R3 000 000                                                           | R240 000                                |
| R5 000 000                                                           | R480 000                                |
| R10 000 000                                                          | R900 000                                |
| R30 000 000                                                          | R2 400 000                              |
| R100 000 000                                                         | R7 800 000                              |

| BANK RATING |                                                               |
|-------------|---------------------------------------------------------------|
| Bank Code   | Description of Bank Code                                      |
| A           | Undoubted for the amount of enquiry                           |
| B           | Good for the amount of enquiry                                |
| C           | Good for the amount quoted if strictly in the way of business |
| D           | Fair trade risk for amount of enquiry                         |
| E           | Figures considered too high                                   |
| F           | Financial position unknown                                    |
| G           | Occasional dishonours                                         |
| H           | Frequent dishonours                                           |

The value on which our Bank Rating of the Tenderer is based is R.....

(In ..... words only)

The Bank Rating is code: .....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ANNEXURE: B**

**K: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, VHEMBE DISTRICT MUNICIPALITY

FROM: \_\_\_\_\_ (Name of  
Tenderer)

FURTHER DETAILS OF TENDERER(S); DIRECTORS/SHAREHOLDERS/PARTNERS,  
ETC.

| Directors/shar<br>eholders/Part<br>ner | Physical address of<br>the Business | Municipal<br>Account<br>No. | Physical residential<br>address of the Director/<br>Shareholder/ Partner | Municipal<br>Account No. |
|----------------------------------------|-------------------------------------|-----------------------------|--------------------------------------------------------------------------|--------------------------|
|                                        |                                     |                             |                                                                          |                          |
|                                        |                                     |                             |                                                                          |                          |
|                                        |                                     |                             |                                                                          |                          |
|                                        |                                     |                             |                                                                          |                          |

**NB: Please attach certified copy of ID document(s)**

\_\_\_\_\_  
**Signatory**

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

**Witnesses**

1. \_\_\_\_\_  
**Full Names**                      **Signature**                      **Date**

2. \_\_\_\_\_  
**Full Names**                      **Signature**                      **Date**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ANNEXURE: C**

**L: AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

TO: MUNICIPAL MANAGER, VHEMBE DISTRICT MUNICIPALITY

FROM: \_\_\_\_\_ (Name of the Tenderer or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorise the VHEMBE DISTRICT MUNICIPALITY to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at \_\_\_\_\_ Date \_\_\_\_\_ Month \_\_\_\_\_ 20 \_\_\_\_\_

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

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

Thus done and signed for and on behalf of the Tenderer/Contractor

\_\_\_\_\_  
**Signatory**

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

**Witnesses**

1. \_\_\_\_\_  
**Full Names**                      **Signature**                      **Date**

2. \_\_\_\_\_  
**Full Names**                      **Signature**                      **Date**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## M: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Tendering Document must form part of all Tenders 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 to combat the abuse of the supply chain management system.
3. **The of any Tenderer may be rejected if the Tenderer, or any of its directors have:**
  - a) Abused the Municipality'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) Wilfully neglected, reneged or failed to comply with any government, municipal or 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 Corruption 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 Tender.**

| ITEM  | QUESTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | YES | NO |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 4.1   | Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>                                                                                                                                |     |    |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |    |
| 4.2   | Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?<br><b>(To access this Register enter the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012 326 5445).</b> |     |    |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |    |
| 4.3   | Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                               |     |    |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |    |
| 4.4   | Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?                                                                                                                                                                                                                                                      |     |    |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|       |                                                                                                                                                                                                                |  |  |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                    |  |  |
| 4.5   | Was any contract between the Tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? |  |  |
| 4.5.1 | If so, furnish particulars:                                                                                                                                                                                    |  |  |

### CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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 Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**N: DECLARATION OF INTEREST**

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

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

Identity No: \_\_\_\_\_

Company Registration No: \_\_\_\_\_

Tax Reference No: \_\_\_\_\_

VAT Registration No: \_\_\_\_\_

Are you at present in the service of the State? **Yes/No**

If so, furnish particulars

---

---

- **Municipal Supply Chain Management Regulation:** “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 National Council of Provinces
  - (b) A member of 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 Parliament or provincial legislature.

- (f) A member of the accounting authority of any national or provincial public entity; or
- (g) An employee of Parliament or a provincial legislature

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

If so, furnish particulars.

---

---

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

If so, furnish particulars.

---

---

Are you aware of any relationship (family, friend, other) between a Tenderer and any persons in the service of the State who may be involved with the evaluation or adjudication of this Tender? **YES/NO**

If so, furnish particulars?

---

---

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

If so, furnish particulars.

---

---

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

If so, furnish particulars?

---

---

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### CERTIFICATION

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

---

**Signature**

---

**Date**

---

**Position**

---

**Name of Tenderer**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This document must be signed and submitted together with your Tender

## O: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million, or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A period of seven years has been identified as the time frame within which to discharge the obligation

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful Tenderers (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 TENDER SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)**

- 3.1 Tenderers are required to sign and submit this Standard Tendering Document (MBD 5) together with the Tender on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information:**
- Tender / contract number.
  - Description of the goods works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESSES TO SATISFY THE NIP OBLIGATION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution

Tender number ..... Closing date:.....

Name of Tenderer.....

Postal address .....

.....

Signature..... Name (in print).....

Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**P: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

\* Delete if not applicable

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

3.1 If yes, furnish particulars

.....

.....

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **\*YES/NO**

4.1 If yes, furnish particulars

.....**CERTIFICATION**

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

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

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

.....  
Signature

.....  
**Date**

Position

.....

**Name of Tenderer**

Page 10 of 10

Contractor

11

Witness 1

11

Witness 2

11

Employer

11

Witness 1

Witness 2

## MBD 6.2

### Q: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, Tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of Tenders local production and content is of critical importance, such Tenders must be advertised with the specific Tendering condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific Tendering condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for Tenders referred to in paragraphs 1.2 and 1.3 above, a two stage Tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the Tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

x imported content

y Tender price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the Tender as required in paragraph 4.1 below.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.7. A Tender will be disqualified if:

- The Tenderer fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the Tender documentation.

## 2. Definitions

- 2.1. **“Tender”** includes advertised competitive Tenders, written price quotations or proposals;
- 2.2. **“Tender price”** price offered by the Tenderer, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a Tender by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the Tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the Tender price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“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.

## 3. The stipulated minimum threshold(s) for local production and content for this Tender is/are as follows:

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

## 4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this Tender to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB

for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the Tender.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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

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

**IN RESPECT OF TENDER No.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Tenderer.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as  
.....

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

|                                 |   |
|---------------------------------|---|
| Tender price, excluding VAT (y) | R |
| Imported content (x)            | R |

|                                                                    |  |
|--------------------------------------------------------------------|--|
| Stipulated minimum threshold for Local content (paragraph 3 above) |  |
| Local content % as calculated in terms of SATS 1286                |  |

If the Tender is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

#### 5. General Conditions

- 5.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 5.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 5.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 5.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 5.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 6. Definitions

- 6.1. “bid” includes written price quotations, advertised competitive bids or proposals;
- 6.2. “bid price” price offered by the bidder, excluding value added tax (VAT);
- 6.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 6.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 6.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 6.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 6.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 6.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.9. "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.

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

| Item No. | Description          | Quantity   | Stipulated Minimum Threshold% |
|----------|----------------------|------------|-------------------------------|
| 1        | Bulk Water Pipelines | As per BoQ | 100%                          |
|          |                      |            |                               |
|          |                      |            |                               |
|          |                      |            |                               |

4. Does any portion of the services, works or goods offered have any imported content?  
(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

**LOCAL CONTENT DECLARATION**

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

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

IN RESPECT OF BID NO. ....

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the  
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

## Annex C

## Local Content Declaration - Summary Schedule

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

**Note: VAT to be excluded from all calculations**

Pula  EU  GBP [illegible]

|                          |     |
|--------------------------|-----|
| (C20) Total tender value | R 0 |
|--------------------------|-----|

|                                     |     |
|-------------------------------------|-----|
| (C21) Total Exempt imported content | R 0 |
|-------------------------------------|-----|

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

|                              |     |
|------------------------------|-----|
| (C23) Total Imported content | R 0 |
|------------------------------|-----|

|                           |     |
|---------------------------|-----|
| (C24) Total local content | R 0 |
|---------------------------|-----|

|                                         |  |
|-----------------------------------------|--|
| (C25) Average local content % of tender |  |
|-----------------------------------------|--|

**Signature of tenderer from Annex B**

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

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. \_\_\_\_\_  
(D2) Tender description: \_\_\_\_\_  
(D3) Designated Products: \_\_\_\_\_  
(D4) Tender Authority: \_\_\_\_\_  
(D5) Tendering Entity name: \_\_\_\_\_  
(D6) Tender Exchange Rate: \_\_\_\_\_ Pula \_\_\_\_\_

Note: VAT to be excluded  
from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

| Calculation of imported content |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |
|---------------------------------|---------------------------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|
| Tender item no's                | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT |
| (D7)                            | (D8)                            | (D9)           | (D10)             | (D11)                                            | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)                      |
|                                 |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |
|                                 |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |
|                                 |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |

(D19) Total exempt imported value

R 0

This total must correspond with  
Annex C - C 21

B. Imported directly by the Tenderer

| Calculation of imported content |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |
|---------------------------------|---------------------------------|-----------------|-------------------|--------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|
| Tender Item no's                | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT |
| (D20)                           | (D21)                           | (D22)           | (D23)             | (D24)                                            | (D25)                   | (D26)                  | (D27)                          | (D28)                                       | (D29)                      |
|                                 |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |

(D32) Total imported value by tenderer

R 0

C. Imported by a 3rd party and supplied to the Tenderer

| Calculation of imported content |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |
|---------------------------------|-----------------|----------------|-------------------|--------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|
| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT |
| (D33)                           | (D34)           | (D35)          | (D36)             | (D37)                                            | (D38)                   | (D39)                  | (D40)                          | (D41)                                       | (D42)                      |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |

(D45) Total imported value by 3rd party

R 0

D. Other foreign currency payments

| Calculation of foreign currency payments |                                   |                      |                             |                         |
|------------------------------------------|-----------------------------------|----------------------|-----------------------------|-------------------------|
| Type of payment                          | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange |
| (D46)                                    | (D47)                             | (D48)                | (D49)                       | (D50)                   |
|                                          |                                   |                      |                             |                         |
|                                          |                                   |                      |                             |                         |
|                                          |                                   |                      |                             |                         |
|                                          |                                   |                      |                             |                         |

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

R 0

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with  
Annex C - C 23

Signature of tenderer from Annex B

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

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

**Note:** VAT to be excluded from all calculations

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

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0  
This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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

**MBD 9**

**R: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

- 1 This Municipal Tendering Document (MBD) must form part of all Tenders<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging).<sup>2</sup> Collusive Tendering 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 Tender of any Tenderer if that Tenderer 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 Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the Tender:

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

<sup>2</sup> Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Tender:

---

(Tender Number and Description)

in response to the invitation for the Tender made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign, the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - (a) has been requested to submit a Tender in response to this Tender invitation;
  - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a Tender;
  - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
  - (f) Tendering with the intention not to win the Tender.
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 Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## S: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

|                                                                                                                                                                                    |     |   |    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---|----|
| 1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?                                                                                                  | YES | / | NO |
| 2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).                                               | YES | / | NO |
| 3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?                                                | YES | / | NO |
| 4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?                                                                    | YES | / | NO |
| 5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?                                              | YES | / | NO |
| 6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV. | YES | / | NO |
| 7. Does the Contractor have trained first aid employees? If yes, indicate, who.                                                                                                    | YES | / | NO |
| 8. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)                                                                               | YES | / | NO |

Signature of Tenderer: .....Date: .....

**T: ORIGINAL BANK RATING LETTER**

**Attached the Bank Rating to this Page**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## U: DAY WORK SCHEDULE

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The Tenderer shall quote hereunder rates which shall apply for payment purposes if the Engineer orders additional or substituted work to be carried out on a day work basis and shall therefore be in accordance with the requirements of clause 37(2) of the General Conditions of Contract.

### 1. LABOUR AND MATERIALS

Rates and prices entered in the schedule shall be held to allow for net cost of labour and materials delivered to site respectively with the percentage allowances stated in the schedule of quantities.

### 2. PLANT AND EQUIPMENT

The Tenderers shall list all major items of plant and equipment to be used on the works and which may be required for use on day works. The proposed hire rates of these items shall be entered against each type of machine, such rates to include for all relevant costs of plant hire inclusive of fuels and lubricants but exclusive of labour charges for the operators, which will be paid for under sub-clause (1) above.

The rates for plant items not listed in the schedule will be the ruling plant hire rates, inclusive of fuels and lubricants but exclusive of labour charges for the operators, inclusive of a 7,5% handling charge. It is therefore in the Tenderers interest to ensure that the list is complete.

Should there be insufficient space on the pages provided; the Tenderer shall add further pages as required.

**THE RATES FOR THE PLANT AND EQUIPMENT MENTIONED IN THE SCHEDULE SHALL BE FILLED IN FOR THE ITEMS REQUESTED. SHOULD AN ITEM BE OMITTED IT SHALL BE DEEMED TO HAVE BEEN INCLUDED IN THE OTHER DAYWORKS RATES.**

### I. LABOUR

| DESIGNATION  |          | RATE |   |
|--------------|----------|------|---|
|              |          | R    | C |
| Brick Layers | per hour |      |   |

|                    |          |  |  |
|--------------------|----------|--|--|
| Pipe Layers        | per hour |  |  |
| Plant Operators    | per hour |  |  |
| Truck Drivers      | per hour |  |  |
| Labour - unskilled | per hour |  |  |
| - semi-skilled     | per hour |  |  |
| - skilled          | per hour |  |  |

## II. MATERIALS

| DESIGNATION        |                              | RATE |   |
|--------------------|------------------------------|------|---|
|                    |                              | R    | C |
| Cement             | per 50 kg pocket delivered   |      |   |
| Concrete Sand      | per m <sup>3</sup> delivered |      |   |
| Concrete Aggregate | per m <sup>3</sup> delivered |      |   |

## III. TRANSPORT

| DESIGNATION               | RATE |   |
|---------------------------|------|---|
|                           | R    | C |
| Per cubic metre kilometre |      |   |

## IV. PLANT AND EQUIPMENT

| ITEM | DESCRIPTION | NON WORKING RATE* |   | OPERATING RATE |   | PER  |
|------|-------------|-------------------|---|----------------|---|------|
|      |             | R                 | c | R              | C | UNIT |
|      | TLB         |                   |   |                |   |      |
|      | Excavator   |                   |   |                |   |      |
|      |             |                   |   |                |   |      |
|      |             |                   |   |                |   |      |
|      |             |                   |   |                |   |      |
|      |             |                   |   |                |   |      |
|      |             |                   |   |                |   |      |
|      |             |                   |   |                |   |      |

\*Only applicable on authority of the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**V: NAMES OF MANAGEMENT AND SUPERVISORY STAFF FOR THE LIC WORKS**

**Attached copies of LIC certificates for management and supervisory staff**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

MBD 6.1

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| Price                                            | 90         |
| Specific Goals                                   | 10         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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

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

## **2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

### **3.1. POINTS AWARDED FOR PRICE**

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

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

| <b>80/20</b>                                              | <b>or</b> | <b>90/10</b>                                              |
|-----------------------------------------------------------|-----------|-----------------------------------------------------------|
| $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or        | $Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

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

102

|                                                                                         |                                                                                         |                                                                                         |                                                                                         |                                                                                         |                                                                                         |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
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| Contractor                                                                              | Witness 1                                                                               | Witness 2                                                                               | Employer                                                                                | Witness 1                                                                               | Witness 2                                                                               |

## GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender                                  | MEANS OF VERIFICATION DOCUMENTS REQUIRED                                        | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Black (Enterprise Owned by 51% or more black people)                                         | Company registration copy and ID Copies of directors                            | 3                                                                                 |                                                                           |
| Woman (All races) (Enterprise Owned by 51% or more woman)                                    | ID copy of the directors                                                        | 3                                                                                 |                                                                           |
| Locality (Enterprise within Jurisdiction of Vhembe District Municipality)                    | municipal rates and taxes statement of account/ signed valid leasing agreement/ | 2                                                                                 |                                                                           |
| Black South African who are Youth 18-35 years of age (Enterprise Owned by 51% or more youth) | ID copy of the directors                                                        | 1                                                                                 |                                                                           |
| People with Disability                                                                       | Medical report indicating disability                                            | 1                                                                                 |                                                                           |

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

|                                                                                                                                                                                            |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p> |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

## **2. OTHER DOCUMENTS REQUIRED ONLY FOR TENDER EVALUATION PURPOSES**

- CSD Summary report.
- Tax Clearance compliance status letter or Tax clearance compliance number. (MBD2)
- Company Registration certificate.
- Proof of Purchased tender document receipt.
- Proof that the bidder municipal business account or any of the Directors municipal account is not in arrears (N.B. Municipal Clearance not older than three months) or Letter from Traditional Authority indicating that they are not paying rates and taxes.
- CIDB Certificate.
- Audited Financial Statement and
- Certified BBBEE Verification certificate.
- Compensation Fund Registration Certificate
- Curricula Vitae of Personnel
- Certificate of Attendance at Site Clarification Meeting

- CSD Summary report.

**Attach report.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Tax Clearance compliance status letter or Tax clearance compliance number.  
(MBD2)

Attach letter

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Company Registration certificate.

Attach Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Proof of Purchased tender document receipt.

Attach Receipt

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Proof that the bidder municipal business account or any of the Directors municipal account is not in arrears (N.B. Municipal Clearance not older than three months) or Letter from Traditional Authority indicating that they are not paying rates and taxes.

Attach proof

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- CIDB Certificate.

Attach Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Audited Financial Statement

Attach Financial Statement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Certified BBBEE Verification certificate.

Attach Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Compensation Fund Registration Certificate

Attach Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Curricula Vitae of Personnel

Attach CVs

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

***CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING***

This is to certify that:

.....  
.....

(Tenderer)

of

.....

.....

(Address)

.....

.....

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at

.....(location) on ..... (date), starting at

.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the Tender documents in order for us to take account of everything necessary when compiling our entire Tender submission.

Particulars of person(s) attending the meeting:

Name .....

Signature.....

Capacity.....

Name .....

Signature.....

Capacity.....

Note: All particulars above this horizontal divide line to be filled in by the Tenderer **prior to** signature by Employer's representative.

---

Attendance of the above persons at the meeting is confirmed by the representative of Vhembe District Municipality namely:

Name .....

Signature .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Capacity..... Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**3. SCHEDULES FOR SPECIAL CONDITIONS OF TENDER**

- A     Labour Content
- B     Employment of EME's or QSE's

**A: SCHEDULE OF LABOUR CONTENT**

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is **6%** of the contract value

| Type of Labour          | Man-hours | Minimum Wage Rate per Unit | Total Wage Cost (Excl VAT) |
|-------------------------|-----------|----------------------------|----------------------------|
| Permanent Labour        |           |                            |                            |
| Temporary Labour        |           |                            |                            |
| SMME/HDI's Labour       |           |                            |                            |
| <b>TOTAL PERCENTAGE</b> |           |                            |                            |
|                         |           |                            |                            |

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty will be applied for non-compliance during the contract or for fraudulent disclosure.
- (3) The Municipality has approved the daily wage rate of R 32.01 per hour

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

## B: EMPLOYMENT OF EMEs or QSE's

It is a requirement of this contract that the successful tenderer must subcontract a minimum of 30% (excluding P&Gs, 10% Contingencies, Provisional Sums and 15% VAT) of the value of the contract approved EMEs or QSEs. EMEs is defined as Exempt Micro Enterprises and QSEs is defined as Qualifying Small Enterprises. The minimum target for participation is thirty percent (30%) of the total contract value and this can be achieved through one or more sub-contractors.

ONLY EMEs/QSEs should be employed to do the work listed in the table below. For other subcontractors, refer to T2.1C SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCL EMEs/QSEs (30%))

The tenderer must ensure **ALL WORKS SET ASIDE FOR THE SMME's ARE ADEQUATELY PRICED FOR ALL ITEMS AND THEIR PRELIMINARIES AND GENERALS ARE PRICED AT 8% MAXIMUM OF THE PROPOSED VALUE OF WORKS IN THEIR RESPECTIVE TRADES OR SECTIONS/ BILLS**

We notify you that it is our intention to employ EMEs/QSEs for work in this contract to comply with the stipulated **30% requirement**.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

| Item No.                                   | Description of Work to be executed by EMEs/QSEs | Value of the work |
|--------------------------------------------|-------------------------------------------------|-------------------|
| 1.                                         |                                                 | R                 |
| 2.                                         |                                                 | R                 |
| 3.                                         |                                                 | R                 |
| 4.                                         |                                                 | R                 |
| 5.                                         |                                                 | R                 |
| Total value of work committed to EMEs/QSEs |                                                 | R                 |
| Percentage of total contract value         |                                                 | %                 |

Note: Forms RDP2 (E1), RDP2 (E2) etc should be completed for each contractor listed above and contributing towards the **30% goal**

Signed.....  
Name.....

Date.....  
Position.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**RDP2 (E1): EME/QSE No. 1**

| SECTION                                                        | ITEM                    | SPECIFY SUB-ITEMS | AMOUNT   |
|----------------------------------------------------------------|-------------------------|-------------------|----------|
| Bill 1                                                         | Preliminary and General |                   | R        |
| Bill 2                                                         | Bulk Water Pipeline     |                   | R        |
| Bill 3                                                         | Dayworks                |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
| <b>TOTAL FOR THIS EME/QSE</b>                                  |                         |                   | <b>R</b> |
| <b>TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE</b> |                         |                   | <b>%</b> |

**RDP2 (E2): EME/QSE No. 2**

| SECTION                                                        | ITEM                    | SPECIFY SUB-ITEMS | AMOUNT   |
|----------------------------------------------------------------|-------------------------|-------------------|----------|
| Bill 1                                                         | Preliminary and General |                   | R        |
| Bill 2                                                         | Bulk Water Pipeline     |                   | R        |
| Bill 3                                                         | Dayworks                |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
| <b>TOTAL FOR THIS EME/QSE</b>                                  |                         |                   | <b>R</b> |
| <b>TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE</b> |                         |                   | <b>%</b> |

**RDP2(E3): EME/QSE No. 3**

| SECTION                                                        | ITEM                    | SPECIFY SUB-ITEMS | AMOUNT   |
|----------------------------------------------------------------|-------------------------|-------------------|----------|
| Bill 1                                                         | Preliminary and General |                   | R        |
| Bill 2                                                         | Bulk Water Pipeline     |                   | R        |
| Bill 3                                                         | Dayworks                |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
| <b>TOTAL FOR THIS EME/QSE</b>                                  |                         |                   | <b>R</b> |
| <b>TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE</b> |                         |                   | <b>%</b> |

**RDP2 (E4): EME/QSE No. 4**

| SECTION                                                        | ITEM                    | SPECIFY SUB-ITEMS | AMOUNT   |
|----------------------------------------------------------------|-------------------------|-------------------|----------|
| Bill 1                                                         | Preliminary and General |                   | R        |
| Bill 2                                                         | Bulk Water Pipeline     |                   | R        |
| Bill 3                                                         | Dayworks                |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
| <b>TOTAL FOR THIS EME/QSE</b>                                  |                         |                   | <b>R</b> |
| <b>TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE</b> |                         |                   | <b>%</b> |

**RDP2 (E5): EME/QSE No. 5**

| SECTION                                                        | ITEM                    | SPECIFY SUB-ITEMS | AMOUNT   |
|----------------------------------------------------------------|-------------------------|-------------------|----------|
| Bill 1                                                         | Preliminary and General |                   | R        |
| Bill 2                                                         | Bulk Water Pipeline     |                   | R        |
| Bill 3                                                         | Dayworks                |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
|                                                                |                         |                   | R        |
| <b>TOTAL FOR THIS EME/QSE</b>                                  |                         |                   | <b>R</b> |
| <b>TOTAL EXPRESSED AS A PERCENTAGE OF TOTAL CONTRACT VALUE</b> |                         |                   | <b>%</b> |

**END OF SECTION**

**VHEMBE DISTRICT MUNICIPALITY**

**VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND  
PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN  
UPGRADE)**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**C1.2: CONTRACT DATA**

**C1.3: PERFORMANCE GUARANTEE AND RETENTION MONEY  
GUARANTEE**

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL  
HEALTH AND SAFETY ACT No 85 OF 1993**

**C1.5: AGREEMENT WITH ADJUDICATOR**

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of construction works viz.:

**APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER  
SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)**

**Contract No.** \_\_\_\_\_

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

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

The offered total of the prices inclusive of value-added-tax is  
.....

.....

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

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

Signature(s) .....

.....

Print Name(s) .....

.....

Capacity .....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

For \_\_\_\_\_ the \_\_\_\_\_ Tenderer  
.....

.....  
.....  
(Name and address of organization)

Signature of witness.....Date: .....

Print Name .....

**Important Note**  
**This page to be duly completed by the Tenderer before submitting the Tender.**

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

## **ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer 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 include this Agreement)

Part 2: Pricing Data

Part 3: Scope of Work

Part 4: Site Information

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

The Tenderer shall, within 7 days of 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 guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfill any of the 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 copy of this original document, including the Schedule of Deviations (if any). Such date should be confirmed in a manner that can be read, copied and recorded and shall be accepted by the contracting parties as the Commencement Date. This agreement shall constitute a binding contract between the parties.

Signature(s) .....

Print Name(s) .....

Capacity .....

For the Employer .....

(Name of Organization)  
.....  
.....  
(Address of Organization)

Signature of witness..... Date: .....

Print Name .....

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1



Address: ..... Address: .....  
.....

For and on behalf of the **Employer** in the Presence of  
For and on behalf of the **Contractor** in the presence of

Witness: ..... Witness: .....  
Print Name: ..... Print Name: .....  
Date: ..... Date: .....

VHEMBE DISTRICT MUNICIPALITY

C.1.2 CONTRACT DATA

CONTENTS

|             |         |                                                          |
|-------------|---------|----------------------------------------------------------|
| C.1.2.1     | Part 1: | Data provided by the Employer                            |
| C.1.2.1.1   |         | Conditions of Contract                                   |
| C.1.2.1.2   |         | Contract-specific Data                                   |
| C.1.2.1.2.1 |         | Compulsory Data                                          |
| C.1.2.1.2.2 |         | Variations to the General Conditions of Contract         |
| C.1.2.1.2.3 |         | Additional clauses to the General Conditions of Contract |

**C.1.2.1            Part 1:            Data provided by the Employer**

**C.1.2.1.1 Conditions of Contract**

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially available publication “General Conditions of Contract for Construction Works, **Third Edition, 2015**”, hereinafter referred to as “**GCC 2015**”; and
- specific data as contained in this Contract Data.

**Each party to the Contract shall purchase its own copy of the GCC 2015** that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering  
Private Bag X200  
Halfway House  
1685  
South Africa  
  
Tel +27 (0)11 805 5947

**The following Notes apply:**

**Note 1**

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015.

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

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

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

## Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

### C.1.2.1.2 Contract-specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

#### C.1.2.1.2.1 Compulsory Data

| Clause   | Data                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| K9       | The Defects Liability Period is <b>12 months</b>                                                                                                                                                                                                                                                                                                                                                                 |
| 1.1.1.14 | The time for achieving Practical Completion is <b>12 months</b>                                                                                                                                                                                                                                                                                                                                                  |
| 1.1.1.15 | The name of the Employer is <b>Vhembe District Municipality</b>                                                                                                                                                                                                                                                                                                                                                  |
| 1.1.1.26 | The Pricing Strategy of a Re-measurement Contract shall apply                                                                                                                                                                                                                                                                                                                                                    |
| 1.2.1.2  | <p>The address of the Employer is:</p> <p>Physical address:<br/><b>Old Parliament Building</b><br/><b>Cnr Casino Blvd street &amp; Tshivhase Street</b><br/><b>Thohoyandou</b></p> <p>Postal address:<br/><b>Private Bag X 5006</b><br/><b>Thohoyandou</b><br/><b>0950</b></p> <p>e-mail address:<br/>gmtechnical@vhembe.gov.za</p> <p>Contact numbers:<br/>Corporate: 015 960 2000<br/>Direct: 015 960 2163</p> |
| 1.1.1.16 | <p>The name of the Engineer is:</p> <p><b>Batatis Consulting Engineers (Pty) Ltd</b></p>                                                                                                                                                                                                                                                                                                                         |

| Clause        | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------|---------------|------------------|-------|---------------------------------------------------------|---|--|-------|-------------------------------------------------------|---|--|-------|------------------------------|---|--|-------|----------------------|---|--|-------|---------------|---|--|-------|----------------------------------|---|--|-------|--------------------------|---|--|-------|------------------------------------------------|--|---|--------|-------------------------|--|---|--------|----------------------------------------|---|--|--------|-------------------------------------------|---|--|--------|----------------------|--|---|-------|------------------|---|--|
| 1.2.1.2       | <p>The address of the Engineer is:</p> <p>Physical address:<br/><b>Stone Ridge Office Park Cnr Witkoppen and Paulshof<br/>Unit 8, Waterford Place, Kleve Hill Park Sandton<br/>Johannesburg 2151</b></p> <p><b>Postal address:</b><br/>Same as physical address</p> <p><b>e-mail address:</b><br/>info@batatiseconsulting.com</p> <p><b>Contact numbers:</b><br/><b>Corporate:</b> (010) 442 6759<br/><b>Mobile:</b> 071 384 0090</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 3.1.3         | <p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table><tr><th>GCC Clause No</th><th>Description</th><th>Requires EWA*</th><th>Delegated to ER*</th></tr><tr><td>3.2.1</td><td>Engineer's Representative's appointment and termination</td><td>Y</td><td></td></tr><tr><td>3.2.4</td><td>Engineer's Representative acting on Engineer's behalf</td><td>Y</td><td></td></tr><tr><td>4.5.4</td><td>Payment for notices and fees</td><td>Y</td><td></td></tr><tr><td>4.7.1</td><td>Fossils, etc on Site</td><td>Y</td><td></td></tr><tr><td>5.7.2</td><td>Work at night</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Acceleration of rate of progress</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Payment for acceleration</td><td>Y</td><td></td></tr><tr><td>5.9.1</td><td>Instructions and drawings on Commencement Date</td><td></td><td>Y</td></tr><tr><td>5.11.1</td><td>Suspension of the Works</td><td></td><td>Y</td></tr><tr><td>5.11.3</td><td>Proceeding with Works after suspension</td><td>Y</td><td></td></tr><tr><td>5.12.4</td><td>Acceleration instead of extension of time</td><td>Y</td><td></td></tr><tr><td>5.13.2</td><td>Reduction in penalty</td><td></td><td>Y</td></tr><tr><td>6.3.1</td><td>Variation orders</td><td>Y</td><td></td></tr></table> | GCC Clause No | Description      | Requires EWA* | Delegated to ER* | 3.2.1 | Engineer's Representative's appointment and termination | Y |  | 3.2.4 | Engineer's Representative acting on Engineer's behalf | Y |  | 4.5.4 | Payment for notices and fees | Y |  | 4.7.1 | Fossils, etc on Site | Y |  | 5.7.2 | Work at night | Y |  | 5.7.3 | Acceleration of rate of progress | Y |  | 5.7.3 | Payment for acceleration | Y |  | 5.9.1 | Instructions and drawings on Commencement Date |  | Y | 5.11.1 | Suspension of the Works |  | Y | 5.11.3 | Proceeding with Works after suspension | Y |  | 5.12.4 | Acceleration instead of extension of time | Y |  | 5.13.2 | Reduction in penalty |  | Y | 6.3.1 | Variation orders | Y |  |
| GCC Clause No | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Requires EWA* | Delegated to ER* |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 3.2.1         | Engineer's Representative's appointment and termination                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 3.2.4         | Engineer's Representative acting on Engineer's behalf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 4.5.4         | Payment for notices and fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 4.7.1         | Fossils, etc on Site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 5.7.2         | Work at night                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 5.7.3         | Acceleration of rate of progress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 5.7.3         | Payment for acceleration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 5.9.1         | Instructions and drawings on Commencement Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               | Y                |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 5.11.1        | Suspension of the Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               | Y                |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 5.11.3        | Proceeding with Works after suspension                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 5.12.4        | Acceleration instead of extension of time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 5.13.2        | Reduction in penalty                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               | Y                |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |
| 6.3.1         | Variation orders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Y             |                  |               |                  |       |                                                         |   |  |       |                                                       |   |  |       |                              |   |  |       |                      |   |  |       |               |   |  |       |                                  |   |  |       |                          |   |  |       |                                                |  |   |        |                         |  |   |        |                                        |   |  |        |                                           |   |  |        |                      |  |   |       |                  |   |  |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |                      |                         |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------|-------------------------|
|        | <b>GCC Clause No</b>                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Description</b>                  | <b>Requires EWA*</b> | <b>Delegated to ER*</b> |
|        | 6.3.2.1                                                                                                                                                                                                                                                                                                                                                                                                                        | Confirmation of a Variation Order   | Y                    |                         |
|        | 6.4.1.4                                                                                                                                                                                                                                                                                                                                                                                                                        | Dayworks as a Variation Order       | Y                    |                         |
|        | 6.5.2                                                                                                                                                                                                                                                                                                                                                                                                                          | Materials for dayworks              | Y                    |                         |
|        | 6.8.4                                                                                                                                                                                                                                                                                                                                                                                                                          | Costs due to changes in legislation | Y                    |                         |
|        | 6.11.1                                                                                                                                                                                                                                                                                                                                                                                                                         | Variations exceeding 20%            |                      | Y                       |
|        | 8.2.2.2                                                                                                                                                                                                                                                                                                                                                                                                                        | Damage due to excepted risks        |                      | Y                       |
|        | 10.1.5                                                                                                                                                                                                                                                                                                                                                                                                                         | Consultation on Contractor's claim  | Y                    | Y                       |
|        | 10.1.5                                                                                                                                                                                                                                                                                                                                                                                                                         | Ruling on Contractor's claim        | Y                    | N                       |
|        | *The following abbreviations apply:<br>ER     Engineer's Representative<br>EWA   Engineer's Written Action<br>N       No<br>NA     Not Applicable<br>Y       Yes                                                                                                                                                                                                                                                               |                                     |                      |                         |
| 3.1.4  | Delete this clause.                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                      |                         |
| 4.9.1  | The Contractor shall deliver to the Engineer, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported. |                                     |                      |                         |
| 4.10.2 | The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.                                                                            |                                     |                      |                         |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

| Clause    | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| 5.3.1     | <p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</p> <p>Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3).</p> <p>Initial programme (Refer to Clause 5.6).</p> <p>Security (Refer to Clause 6.2).</p> <p>Insurance (Refer to Clause 8.6).</p> |
| 5.3.2     | <p>The time to submit the documentation required before commencement with Works execution is <b>14 Days.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5.4.2     | <p>The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5.8.1     | <p>The non-working Days are Sundays.</p> <p>The special non-working Days are:</p> <p>Statutory public holidays; and</p> <p>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</p>                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5.13.1    | <p>The penalty for failing to complete the Works is whichever is lessor of 0,01 percent of contract price per calendar day or R8 000 per calendar day.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5.16.3    | <p>The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.5.1.2.3 | <p>The percentage allowance to cover overhead charges is:</p> <p>50 per cent for labour; and</p> <p>15 per cent for materials.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6.10.1.5  | <p>The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required. In addition, the contractor to satisfy the Employer's Agent that material has not been prematurely delivered onsite and safely stored. No payment for material stored off site will be allowed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.10.3    | <p><b>Retention Money</b></p> <p>The percentage retention on the amounts due to the Contractor is 10%.</p> <p>The limit of retention money is 5% of the Contract Price</p> <p><b>A guarantee in lieu of "retention money" is not permitted.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

| Clause    | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| 8.6.1.1.2 | The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>nil</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 8.6.1.1.3 | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of <b>10% (ten percent)</b> of the Contract Sum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 8.6.1.3   | The limit of indemnity for liability insurance is equal to the contract amount.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 10.5.1    | Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 10.7.1    | The determination of disputes shall be by arbitration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|           | <p><b>Payment for labour-intensive component of the works</b></p> <p><i>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</i></p> <p><i>The local SMMEs subcontractors should be paid by the Contractor within seven (07) days following the submission and approval of their invoices. The local SMMEs subcontractors should be paid every second week.</i></p> <p><i>The contractor should attach to the progress payment certificate a copy of invoices received from local SMMEs subcontractors including proof of payment.</i></p> <p><i>No payment certificate shall be processed by the Employer's Agent if there is outstanding payment due to local SMMEs subcontractors unless otherwise agreed by the two parties.</i></p> |
|           | <p><b>Linkage of payment for labour-intensive component of works to submission of project data</b></p> <p><i>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|           | <p><b>Applicable Labour Laws</b></p> <p><i>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

C.1.2.1.2.2 Variations to the General Conditions of Contract

| Clause   | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.5.1    | <p><b>Cession</b></p> <p><i>Amend Clause 2.5.1 as follows:</i></p> <p><i>Delete the words “without the written consent of the other”</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5.14.5.1 | <p><b>Consequences of Completion</b></p> <p><i>Amend Clause 5.14.5.1 as follows:</i></p> <p><i>In the second line, substitute the word ‘Guarantor’ with ‘Contractor’.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6.2      | <p><b>Security</b></p> <p><i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i></p> <p>“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Performance Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Performance Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> <p>The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Performance Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Performance Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2 as amended in the Contract Data.”</p> |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| 6.3.1  | <p><b>Variations</b></p> <p><i>Amend Clause 6.3.1, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i><br/> <i>", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</i></p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p><i>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</i></p> |
| 6.3.2  | <p><b>Orders for Variations to be in writing</b></p> <p>Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6.9.2  | <p><b>Definition of "materials"</b></p> <p><i>Amend Clause 6.9.2, as follows:</i></p> <p><i>Substitute the word 'plant' with 'Plant'.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6.10.1 | <p><b>Interim Payments</b></p> <p><i>Amend Clause 6.10.1.5 as follows:</i></p> <p><i>In the third line, add the words 'not yet' before the words 'built into'</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6.10.5 | <p><b>Payment of retention money</b></p> <p><i>Amend Clause 6.10.5 as follows:</i></p> <p><i>In the second line, add the words ' , if any, ' after the words 'Defects Liability Period'</i></p>                                                                                                                                                                                                                                                                                                                                                                                          |
| 6.10.6 | <p><b>Set-off and delayed payments</b></p> <p><i>Amend Clause 6.10.6.2 as follows:</i></p> <p><i>Delete the words 'simple interest' and substitute with the words 'interest compounded monthly'.</i></p> <p><i>Delete the words 'Contractor's Bank' and substitute with the words 'Employer's Bank'</i></p>                                                                                                                                                                                                                                                                              |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

| Clause | Data                                                                                                                                                                                                                            |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.11   | <b>Variations exceeding 15 per cent</b><br><br><i>Replace the marginal heading with:</i><br><br><b>“Variations exceeding 20 per cent”</b><br><br><i>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</i> |
| 7.4.4  | <b>Cost of test specimens and tests</b><br><br><i>Amend Clause 7.4.4.2 as follows:</i><br><br>In the <u>second</u> line of paragraph two, add the words ‘ <i>the requirements of</i> ’ before the words ‘ <i>the Contract</i> ’ |
| 7.8.2  | <b>Cost of making good of defects</b><br><br><i>Amend Clause 7.8.2.1 as follows:</i><br><br><i>In the first line, correct the spelling of ‘therefore’.</i>                                                                      |
| 8.1.3  | <b>Excessive loads and traffic</b><br><br>In the third line, add a comma after the word ‘Site’ as follows: ‘in the vicinity of the Site, from’.                                                                                 |
| 8.3.1  | <b>Excepted risks</b><br><br><i>Amend Clause 8.3.1.10 as follows:</i><br><br><i>In the second line, delete the words ‘Employer or any of their’ and substitute with ‘or any of its’.</i>                                        |
| 8.6.6  | <b>Contractor to produce proof of payment</b>                                                                                                                                                                                   |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|        | <p>"The Contractor shall before commencement of the Works produce to the Engineer:</p> <p>8.6.6.1 The policies by which the insurances are effected,</p> <p>8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and</p> <p>8.6.6.3 Proof of continuity of the policies for the required period.</p>                                                                                                                  |
|        | <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>                                                                             |
| 8.6.7  | <p><b>Remedy on Contractor's failure to insure</b></p> <p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."</p> |
| 9.1.2  | <p><b>State of emergency</b></p> <p><i>In the <u>fourth</u> line, delete the words 'supply of' and substitute with 'availability of'.</i></p>                                                                                                                                                                                                                                                                                                                                 |
| 9.2    | <p><b>Termination by Employer</b></p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>"9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or</p>                                                                                                                                                              |

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | 9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|        | 9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|        | 9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|        | <p>9.2.1.5 The Contractor has abandoned the Contract.</p> <p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or</p> <p>9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or</p> <p>9.2.2.3 Has failed to proceed with the Works with due diligence, or</p> <p>9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or</p> <p>9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or</p> <p>9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or</p> <p>9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing,</p> |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>then the Employer may give the Contractor 14 days notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the 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 brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.</p> |
|        | <p>9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | <p>9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

**C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:**

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1    | <p><b>Definitions</b></p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p> <p>1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4.12   | <p><b>Contractor’s superintendence</b></p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Site Agent shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Engineer in writing and shall not be replaced or removed from Site without the written approval of the Engineer.”</p> |
| 5.6    | <p><b>Programme</b></p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Engineer, the</p> <ul style="list-style-type: none"> <li>• programme of the Works in terms of Clause 5.6.1 and</li> <li>• supporting documents in terms of Clause 5.6.2</li> </ul> <p>Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p>                                                                          |

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.9.7  | <p><b>Engineer to approve Contractor’s Designs and Drawings</b></p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third-party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Engineer, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.</p>                                                                                                                                                                                                                                                                                          |
| 5.11   | <p><b>Suspension of the Works</b></p> <p><i>Add the following sub-clause 5.11.4 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p> |
| 5.12   | <p><b>Extension of Time for Practical Completion</b></p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <div>V = Extension of time in calendar days for the calendar month under consideration</div> <div>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</div> <div>Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records</div> <div>Rw = Actual recorded rainfall for the calendar month</div> <div>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</div> <div>x = 20</div> |
|        | <div>The rainfall records which shall provisionally be accepted for calculation purposes are:</div> <div>Based on records taken at:      <b>Rainfall Station: Polokwane</b></div> <div>                                                 <b>Years of record: 2006 – 2016</b></div>                                                                                                                                                                                                                                                                                        |
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

Contractor

Witness 1

Witness 2

Witness 2

Employer

Witness 1

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          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 |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      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-----|------|------|----|-----|---|-----|-----|-----|---|------|------------|-----|-------|------|-------|----|-----|---|-----|-----|-----|---|----|------------|----|-------|--|------|--|------|-----|-----|-----|-----|---|-------|--|
|        | <div><div>Table 1 – RAINFALL RECORDS FOR PERIOD: 2006 – 2016</div><div>RAINFALL STATION: Polokwane Lat: 23.8570 Lon: 29.451 Height 1226m</div><div>Average No of Days with Rainfall exceeding 10mm: 9.8 days/year</div><div>Average Rainfall: 488.6mm/year station no: 0677802BX</div><table><tr><td>MON</td><td>AVE</td><td>ST</td><td>N DAY</td><td>NUM</td><td>1</td><td>5.1</td><td>10.1</td><td>20.1</td><td>50.1</td><td>100.1</td><td>MAX R</td><td>MAX RAIN</td></tr><tr><td>MON</td><td></td><td>DEV</td><td>RAIN</td><td>MON</td><td>5</td><td>10</td><td>20</td><td>50</td><td>100</td><td>900</td><td>DAY</td><td>DATE</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>MON</td><td>AVE</td><td>ST</td><td>N DAY</td><td>NUM</td><td>1</td><td>5.1</td><td>10.1</td><td>20.1</td><td>50.1</td><td>100.1</td><td>MAX R</td><td>MAX RAIN</td></tr><tr><td>MON</td><td></td><td>DEV</td><td>RAIN</td><td>MON</td><td>5</td><td>10</td><td>20</td><td>50</td><td>100</td><td>900</td><td>DAY</td><td>DATE</td></tr><tr><td>JAN</td><td>65.9</td><td>39.3</td><td>65.9</td><td>11</td><td>3.4</td><td>2.1</td><td>1.3</td><td>0.7</td><td>0</td><td>0</td><td>38</td><td>1/18/2013</td></tr><tr><td>FEB</td><td>47.3</td><td>49.7</td><td>47.3</td><td>11</td><td>1.6</td><td>0.9</td><td>1.1</td><td>0.6</td><td>0</td><td>0</td><td>49</td><td>2/26/2006</td></tr><tr><td>MAR</td><td>58.4</td><td>33.2</td><td>58.4</td><td>11</td><td>3</td><td>1.3</td><td>1.1</td><td>0.7</td><td>0.1</td><td>0</td><td>51.5</td><td>3/27/2006</td></tr><tr><td>APR</td><td>43.3</td><td>46.6</td><td>43.3</td><td>11</td><td>1.5</td><td>1</td><td>0.7</td><td>0.5</td><td>0.1</td><td>0</td><td>68</td><td>4/4/2011</td></tr><tr><td>MAY</td><td>10.4</td><td>14</td><td>10.4</td><td>11</td><td>0.5</td><td>0.4</td><td>0.3</td><td>0.1</td><td>0</td><td>0</td><td>29.2</td><td>5/8/2009</td></tr><tr><td>JUN</td><td>1.7</td><td>3.6</td><td>1.7</td><td>11</td><td>0.3</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12</td><td>6/10/2009</td></tr><tr><td>JUL</td><td>2.4</td><td>4.3</td><td>2.4</td><td>11</td><td>0.3</td><td>0.1</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12.1</td><td>7/4/2007</td></tr><tr><td>AUG</td><td>2.3</td><td>5.6</td><td>2.3</td><td>11</td><td>0.2</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>00</td><td>19.2</td><td>8/15/2011</td></tr><tr><td>SEP</td><td>6.6</td><td>8.2</td><td>6.6</td><td>11</td><td>0.4</td><td>0.4</td><td>0.1</td><td>0.1</td><td>0</td><td>0</td><td>22.5</td><td>9/4/2015</td></tr><tr><td>OCT</td><td>48.1</td><td>29.5</td><td>48.1</td><td>11</td><td>1.5</td><td>0.7</td><td>1.4</td><td>0.6</td><td>0</td><td>0</td><td>38.2</td><td>10/29/2009</td></tr><tr><td>NOV</td><td>97.7</td><td>40.5</td><td>97.7</td><td>11</td><td>3.1</td><td>2</td><td>1.3</td><td>1.5</td><td>0.2</td><td>0</td><td>65.5</td><td>11/12/2008</td></tr><tr><td>DEC</td><td>104.6</td><td>56.3</td><td>104.6</td><td>11</td><td>3.8</td><td>1</td><td>1.7</td><td>1.9</td><td>0.1</td><td>0</td><td>55</td><td>12/16/2014</td></tr><tr><td>YR</td><td>488.6</td><td></td><td>67.9</td><td></td><td>19.5</td><td>9.8</td><td>9.2</td><td>6.8</td><td>0.5</td><td>0</td><td>488.6</td><td></td></tr></table><p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”</p><p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.</p></div> | MON  | AVE   | ST  | N DAY | NUM | 1    | 5.1  | 10.1 | 20.1  | 50.1  | 100.1      | MAX R | MAX RAIN | MON |  | DEV | RAIN | MON | 5 | 10 | 20 | 50 | 100 | 900 | DAY | DATE |  |  |  |  |  |  |  |  |  |  |  |  |  | MON | AVE | ST | N DAY | NUM | 1 | 5.1 | 10.1 | 20.1 | 50.1 | 100.1 | MAX R | MAX RAIN | MON |  | DEV | RAIN | MON | 5 | 10 | 20 | 50 | 100 | 900 | DAY | DATE | JAN | 65.9 | 39.3 | 65.9 | 11 | 3.4 | 2.1 | 1.3 | 0.7 | 0 | 0 | 38 | 1/18/2013 | FEB | 47.3 | 49.7 | 47.3 | 11 | 1.6 | 0.9 | 1.1 | 0.6 | 0 | 0 | 49 | 2/26/2006 | MAR | 58.4 | 33.2 | 58.4 | 11 | 3 | 1.3 | 1.1 | 0.7 | 0.1 | 0 | 51.5 | 3/27/2006 | APR | 43.3 | 46.6 | 43.3 | 11 | 1.5 | 1 | 0.7 | 0.5 | 0.1 | 0 | 68 | 4/4/2011 | MAY | 10.4 | 14 | 10.4 | 11 | 0.5 | 0.4 | 0.3 | 0.1 | 0 | 0 | 29.2 | 5/8/2009 | JUN | 1.7 | 3.6 | 1.7 | 11 | 0.3 | 0 | 0.1 | 0 | 0 | 0 | 12 | 6/10/2009 | JUL | 2.4 | 4.3 | 2.4 | 11 | 0.3 | 0.1 | 0.1 | 0 | 0 | 0 | 12.1 | 7/4/2007 | AUG | 2.3 | 5.6 | 2.3 | 11 | 0.2 | 0 | 0.1 | 0 | 0 | 00 | 19.2 | 8/15/2011 | SEP | 6.6 | 8.2 | 6.6 | 11 | 0.4 | 0.4 | 0.1 | 0.1 | 0 | 0 | 22.5 | 9/4/2015 | OCT | 48.1 | 29.5 | 48.1 | 11 | 1.5 | 0.7 | 1.4 | 0.6 | 0 | 0 | 38.2 | 10/29/2009 | NOV | 97.7 | 40.5 | 97.7 | 11 | 3.1 | 2 | 1.3 | 1.5 | 0.2 | 0 | 65.5 | 11/12/2008 | DEC | 104.6 | 56.3 | 104.6 | 11 | 3.8 | 1 | 1.7 | 1.9 | 0.1 | 0 | 55 | 12/16/2014 | YR | 488.6 |  | 67.9 |  | 19.5 | 9.8 | 9.2 | 6.8 | 0.5 | 0 | 488.6 |  |
| MON    | AVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           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 |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      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| MON    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               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 |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      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 |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      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| MON    | AVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           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 |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      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| MON    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DEV  | RAIN  | MON | 5     | 10  | 20   | 50   | 100  | 900   | DAY   | DATE       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| JAN    | 65.9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 39.3 | 65.9  | 11  | 3.4   | 2.1 | 1.3  | 0.7  | 0    | 0     | 38    | 1/18/2013  |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| FEB    | 47.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 49.7 | 47.3  | 11  | 1.6   | 0.9 | 1.1  | 0.6  | 0    | 0     | 49    | 2/26/2006  |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| MAR    | 58.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 33.2 | 58.4  | 11  | 3     | 1.3 | 1.1  | 0.7  | 0.1  | 0     | 51.5  | 3/27/2006  |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| APR    | 43.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 46.6 | 43.3  | 11  | 1.5   | 1   | 0.7  | 0.5  | 0.1  | 0     | 68    | 4/4/2011   |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| MAY    | 10.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 14   | 10.4  | 11  | 0.5   | 0.4 | 0.3  | 0.1  | 0    | 0     | 29.2  | 5/8/2009   |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| JUN    | 1.7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 3.6  | 1.7   | 11  | 0.3   | 0   | 0.1  | 0    | 0    | 0     | 12    | 6/10/2009  |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| JUL    | 2.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 4.3  | 2.4   | 11  | 0.3   | 0.1 | 0.1  | 0    | 0    | 0     | 12.1  | 7/4/2007   |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| AUG    | 2.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 5.6  | 2.3   | 11  | 0.2   | 0   | 0.1  | 0    | 0    | 00    | 19.2  | 8/15/2011  |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| SEP    | 6.6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 8.2  | 6.6   | 11  | 0.4   | 0.4 | 0.1  | 0.1  | 0    | 0     | 22.5  | 9/4/2015   |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| OCT    | 48.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 29.5 | 48.1  | 11  | 1.5   | 0.7 | 1.4  | 0.6  | 0    | 0     | 38.2  | 10/29/2009 |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| NOV    | 97.7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 40.5 | 97.7  | 11  | 3.1   | 2   | 1.3  | 1.5  | 0.2  | 0     | 65.5  | 11/12/2008 |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      |      |      |    |     |   |     |     |     |   |      |            |     |       |      |       |    |     |   |     |     |     |   |    |            |    |       |  |      |  |      |     |     |     |     |   |       |  |
| DEC    | 104.6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 56.3 | 104.6 | 11  | 3.8   | 1   | 1.7  | 1.9  | 0.1  | 0     | 55    | 12/16/2014 |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      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| YR     | 488.6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |      | 67.9  |     | 19.5  | 9.8 | 9.2  | 6.8  | 0.5  | 0     | 488.6 |            |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |  |  |  |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      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| 6.10   | <p><b>Payments</b></p> <p>Add the following at the end of Sub-Clause 6.10.1:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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 |  |  |  |  |  |  |  |  |  |  |     |     |    |       |     |   |     |      |      |      |       |       |          |     |  |     |      |     |   |    |    |    |     |     |     |      |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |     |     |     |     |   |   |    |           |     |      |      |      |    |   |     |     |     |     |   |      |           |     |      |      |      |    |     |   |     |     |     |   |    |          |     |      |    |      |    |     |     |     |     |   |   |      |          |     |     |     |     |    |     |   |     |   |   |   |    |           |     |     |     |     |    |     |     |     |   |   |   |      |          |     |     |     |     |    |     |   |     |   |   |    |      |           |     |     |     |     |    |     |     |     |     |   |   |      |          |     |      |      |      |    |     |     |     |     |   |   |      |            |     |      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| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Engineer. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Engineer. Issue by the Engineer to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Engineer".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|        | <p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p> <p>"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9.3    | <p><b>Termination by the Contractor</b></p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p> <p>9.3.5 "In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."</p> |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

**C.1.2.2      Part 2: Data provided by the Contractor**

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

| Clause  | Data                                                                                                                                                           |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.9 | <div>The Name of the Contractor is:</div> <div>.....</div> <div>.....</div>                                                                                    |
| 1.2.1.2 | <div>The address of the Contractor is:</div> <div>Physical address:</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

| Clause  | Data                                                                                                                                                                                                                                                                                        |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1.2 | <div>Postal address:</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>e-mail address:</div> <div>.....</div> <div>Contact numbers:</div> <div>Corporate: .....</div> <div>Direct: .....</div> <div>Mobile: .....</div> <div>Fax: .....</div> |

Contractor

Witness 1

Witness 2

Witness 2

Employer

Witness 1

**VHEMBE DISTRICT MUNICIPALITY**  
**(Not to be completed at tender stage)**

**C1.3 PERFORMANCE GUARANTEE**

In accordance with clause 6.2.1 of General Conditions of Contract, 3<sup>rd</sup> Edition 2015

Contract No: -----

Description of Contract: -----

**GUARANTOR DETAILS AND DEFINATIONS**

“Guarantor” means: -----

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

Please address: -----

Postal address: -----

Tel:-----

Fax: -----

“Employer” means: **VHEMBE DISTRICT MUNICIPALITY.**

“Contractor” means: -----

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

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

“**Engineer**” means: -----

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

“**Site**” means: The land and other places, made available by the Employer for the purpose of  
the contract, on under over in or through which the works are to be executed or carried out.

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

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

Amount in words: -----

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

152

Contractor

Witness 1

Witness 2

Witness 2

Employer

Witness 1

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Work as defined in the Contract.

**PERFORMANCE GUARANTEE**

1.     The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2.     Expiry Date” This Guarantee shall expire upon the issue of the final completion certificate issued by VHEMBE DISTRICT MUNICIPALITY signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer  
The Engineer and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.
3.     The Guarantor hereby acknowledges that:

3.1.   Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;  
3.2 .   Its obligation under this Performance Guarantee is restricted to the payment of money.
4.     Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1.   A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Engineer and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;  
4.2.   A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;

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

- 11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
  
- 12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
  
- 13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Sign at -----

Date -----

Guarantor’s signatory (1) -----

Capacity -----

Guarantor’s signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

**C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

This agreement is mandatory for all contractors appointed by the Vhembe District Municipality or any other institution that do work for or on behalf of Municipality.

**This agreement is between:**

**THE CONTRACTOR:**

Herein \_\_\_\_\_ represented \_\_\_\_\_ by \_\_\_\_\_

In his capacity as \_\_\_\_\_Being duly authorized hereto hereinafter referred to as “contractor”.

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

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

Registration \_\_\_\_\_ Number: \_\_\_\_\_

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

ID \_\_\_\_\_ Number: \_\_\_\_\_

Physical \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

**And the VHEMBE DISTRICT MUNICIPALITY  
(Hereinafter referred to as “the Council”)**

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

**1. DEFINITIONS**

- 1.1

**CONTRACTOR**

Means the “Contractor” as defined in the “Principal Contract”.
- Annexed hereto in his capacity as mandatory.
- 1.2

**MANDATORY**  
done or

Includes an agent, contractor or subcontractor for work to be  
  
service rendered, but without derogating from his status in his  
own right as an employer of people or user of equipment,  
machinery, tools or materials.
- 1.3

**THE PRINCIPAL  
CONTRACT**

Means the contract annexed hereto as annexure “A”.
- 1.4

**COUNCIL**

Means the VHEMBE DISTRICT MUNICIPALITY
- 1.5

**RISK CONTROL  
OFFICER**

A person appointed in writing by Council.
- 1.6

Any definitions contained in any Statute hereinafter mentioned shall have the meaning  
allocated to it by the specific statute.

**2. OBJECTIVE**

- 2.1

Whereas Council and the Contractor have entered into a contract for service (work) as  
fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to  
indemnify Council against the risks stated hereunder whether foreseeable or not, and,  
whereas it is agreed between the parties that it is of cardinal importance to safeguard  
both Council and the Contractor’s obligation in terms of relevant legislation as well as  
to extend the obligation as a company and/or legal person and/or person as an entity  
concerned with health, safety and the environment.
- 2.2

These rules are applicable to all contractors performing work for Council within the  
jurisdictional area of the Council and on any premises, which are owned, rented or  
developed by the Council.
- 2.3

The Council acts though those officials or persons who are generally or specifically  
charge with the responsibility, in terms of legislation, as well as any other official or  
person who is generally or specifically charged with the control and supervision of the  
project.

**IT IS HEREBY AGREED AS FOLLOWS:**

**3. INDEMNITIES**

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

- 3.1 The “Contractor” hereby indemnifies the “Council” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
  - 3.1.2 The Health Act 63 of 1977.
  - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
  - 3.1.4 Environment Conservation Act 73 of 1989.
  - 3.1.5 The National Water Act 36 of 1998.
  - 3.1.6 The Criminal Procedure Act 51 of 1977.
  - 3.1.7 The Explosives Act 26 of 1956.
  - 3.1.8 The Arms and Ammunition Act 75 of 1969.
  - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
  - 3.1.10 The Labour Relations Act 66 of 1995.
  - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
  - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
  - 3.1.13 Standards Act 29 of 1993.
  - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the “Principal Contract”.
  - 3.1.15 Any other health and safety standard prescribed by the “Council”.
- 3.2 The “Contractor” shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The “Contractor” shall indemnify the “Council” in respect of any physical loss or damage to any plant, equipment or other property belonging to the “Contractor” or for which he is responsible and he hereby indemnifies the “Council” against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The “Contractor” shall and hereby indemnifies the “Council” against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the “Principal Contract”.
- 3.5 The “Contractor” shall and hereby indemnifies the “Council” against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

property arising out of or in the course of or caused by the execution of the “Principal Contract” and due to any act or omission of the “Contractor”, his agents, servants or subcontractors.

#### **4. PERFORMANCE SAFE WORKING PRACTICE**

- 4.1 The “Council” requires a high standard of safe work performance from all employees and expects that the standard be maintained by the “Contractor” within the “Council’s” jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the “Contractor” in rendering services or indemnify the “Contractor” from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The “Council” shall assist the “Contractor” in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

#### **5. LOCK OUT PROCEDURE**

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the “off” or “closed” position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

**6. CRANES, VEHICLES AND HOISTING**

- 6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Council”.
- 6.2.1 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the “Council”.
  - ii) Approval has been obtained from the “Council” to perform the work.
  - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

**7. MACHINE VALANCES, PROTECTION AND FENDING**

- 7.1 No machine valances, protection or fending may be removed from machines, manholes, etc without the written permission of “Council” if applicable exemption procedures were not appropriated.

**8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT**

- 8.1 No equipment or appliance belonging to “Council” may be used without written permission from “Council”.
- 8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to “Council” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “Council” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to “Council” for any damage or excessive wear of such tools or equipment and material.

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

**9. EXCAVATIONS**

- 9.1 Before any excavations commence, written permission must be obtained from “Council” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported, and the proposed support work must be submitted to the Department of Labour (OHS) and “Council” for approval.
- 9.5 Written permission must be obtained from “Council” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

**10. FIRST AID**

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
  - (i) SA Red Cross Association;
  - (ii) St Johns Ambulance;
  - (iii) SA First Aid League; or
  - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency “Council’s” Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

**11. FLAMMABLE LIQUIDS**

- 11.1 The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The “Contractor’s” employees must be informed of “Council’s” fire prevention measures and evacuation procedures.

**12. COMPENSATION BY CONTRACTOR**

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

12.1 The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

**13. TRANSGRESSION OF RULES AND MISBEHAVIOUR**

13.1 The “Contractor” is warned that any act(s) leading to damage or loss of employees of the “Contractor” or the “Council” shall not be tolerated. The “Council” may (without any reason) demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.

**14. INCIDENT REPORTING**

14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “Council” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.

14.2 The “Council” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.

14.3 The “Contractor” undertakes to report to “Council” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

**15. LIAISON AND SUPERVISION**

15.1 The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and “Council” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

**16. SERVICE INTERRUPTION**

16.1 Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from “Council”, before such work commences. The “Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Council”.

**17. CONFIDENTIALITY**

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

- 17.1 The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Council”.
- 17.3 The “Contractor” shall not put up any advertisements or billboard at the site without permission.
- 17.4 The “Contractor” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Council”, or have photographs taken, published or let it be published.

## **18. CONTRACT SITE AND PRESERVATION**

- 18.1 Employees of the “Contractor” shall not be allowed entrance to the site unless a valid identity document, issued by “Council”, is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

## **19. COMPLETION OF WORK**

- 19.1 The “Contractor” or his employees shall not leave the contract site before the “Council” is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

## **20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS**

- 20.1 The “Contractor” shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

## **21. SEARCHES**

- 21.1 The “Contractor” and any person engaged in the contract work may at any time be searched by “Council” appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

## **22. GENERAL CONDITIONS**

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the “Contractor-“

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of “Council” in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the “Council” against any or all liability which may be incurred by the “Council” as a result of the omission of the “Contractor”, his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which “Council” may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the “Council” as a result of the contravention or non-compliance by the “Contractor”, his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the “Contractor” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Council” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay “Council”, upon demand, all costs and expenses incurred by “Council”, in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Council” will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

## 23. “CONTRACTOR” IDENTIFICATION BOARD

23.1 The “Contractor” shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done.
- The contact number and name of the person representing the “Contractor”.
- The contact number and name of the person representing “Council”

**24. ACKNOWLEDGEMENT**

24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

**25. EXCEPTIONS AND OMISSIONS**

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**26. REMARKS**

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Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

**THE CONTRACTOR**

SIGNED    AT    .....    ON    THIS    .....    DAY    OF  
.....

WITNESSES:

.....    1.    .....  
THE CONTRACTOR

2.    .....

**THE COUNCIL**

SIGNED    AT    .....    ON    THIS    .....    DAY    OF  
.....

WITNESSES:..... 1.    .....

THE COUNCIL

2.    .....

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

**b) INDEMNITY CERTIFICATE**

Contractor:  
.....

Employer:     VHEMBE DISTRICT MUNICIPALITY

Contract:  
.....

I/we  
.....  
Hereafter the “Contractor”

“Contractor” hereby indemnifies the VHEMBE DISTRICT MUNICIPALITY (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against “Council”, as well as of any loss or damage which the “Council” suffers or expenditure the “Council” incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the “Council” suffers.

THUS done and signed at ..... on this .....  
day of  
  
..... 20.....

WITNESSES:  
1. ....  

**CONTRACTOR**

  
2. ....  

**COUNCIL**

**c) ACKNOWLEDGEMENT CERTIFICATE**

I, \_\_\_\_\_ in \_\_\_\_\_ my \_\_\_\_\_ capacity  
as.....

Duly authorized hereto .....  
representing

..... Contractors,  
acknowledge receipt  
of a copy of the VHEMBE DISTRICT MUNICIPALITY's safety manual for contractors and the  
under mentioned person as my supervisor regarding all works and services which must be  
executed by the Contractor. The appointment is done in terms of the Occupational Health and  
Safety Act, 1993 (Act 85/1993).

SIGNED \_\_\_\_\_ AT \_\_\_\_\_ ON  
..... 200...

I, ..... accept the  
abovementioned appointment, and declare that I am familiar with the contents of the VHEMBE  
DISTRICT MUNICIPALITY's Safety Manual for contractors  
CASUALTIES REGISTRATION NUMBER

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

SIGNED \_\_\_\_\_ AT \_\_\_\_\_ ON  
..... 200....

SIGNATURE:

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

A copy of this certificate shall be submitted to the "Council" before any work commences.

**C1.5: AGREEMENT WITH ADJUDICATOR**

This agreement is made on the.....day of ..... 20.....between: the Employer

(name ..... of ..... company ..... /  
organisation).....

of  
(address).....

.....and the Contractor

(name ..... of ..... company ..... / ..... organisation)  
.....

of  
(address).....

.....  
(hereinafter called **the Parties**)

**and**  
(name).....

of ..... (address)  
.....

.....  
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated.....

and known as Contract No.....

(Contract  
title).....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

- 2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): ..... (Signature): .....  
(Signature): .....

Name: ..... Name: ..... Name:

.....  
who warrants that he/ she is who warrants that he/ she is the **Adjudicator** in the  
duly authorised to sign for and duly authorised to sign for presence of  
on behalf of the **First Party** in and on behalf of the **Second**  
the presence of **Party** in the presence of

**Witness:** **Witness:** **Witness:**  
(Signature).....  
(Signature).....  
(Signature).....

Name: ..... Name: ..... Name:.....

Address: ..... Address: ..... Address:

.....  
Date: ..... Date: ..... Date: .....

END OF SECTION

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

VHEMBE DISTRICT MUNICIPALITY

VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND  
PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)

PART C2: PRICING DATA

CONTENTS:

- C2.1 Pricing Instruction
- C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

VHEMBE DISTRICT MUNICIPALITY

VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Contractor’s rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder’s obligations in pricing the Bidder offer and the Employer’s undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bidder contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bidder Data.

Where excel Bills of Quantities are issued they should be read in conjunction with the hard copies. Where discrepancies appear the hard copy shall take precedence.

2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bidder Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. DEFINITIONS

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

Unit : The unit of measurement for each item of work as defined in the Scope of Work and Site Information.

Quantity : The number of units of work for each item.

Rate : The payment per unit of measurement at which the Contractor

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

Contracts to do the work.

- Amount : The product of the quantity and the rate tendered for an item.
- Sum : An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. **DESCRIPTIONS**

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. **REFERENCES**

The clauses in a specification in which further information regarding the schedule item can be obtained appear under “Reference clause” in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.

6. **UNITS OF MEASUREMENT**

The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

- |                    |   |                       |
|--------------------|---|-----------------------|
| %                  | = | per cent              |
| h                  | = | hour                  |
| ha                 | = | hectare               |
| kg                 | = | kilogram              |
| kl                 | = | kilolitre             |
| km                 | = | kilometre             |
| km-pass            | = | kilometre-pass        |
| kW                 | = | kilowatt              |
| l                  | = | litre                 |
| m                  | = | metre                 |
| mm                 | = | millimetre            |
| MN                 | = | meganewton            |
| MN-m               | = | meganewton-metre      |
| MPa                | = | megapascal            |
| m <sup>2</sup>     | = | square metre          |
| m <sup>3</sup>     | = | cubic metre           |
| m <sup>3</sup> -km | = | cubic metre-kilometre |

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

|                      |   |                   |
|----------------------|---|-------------------|
| m <sup>2</sup> -pass | = | square metre-pass |
| no                   | = | number            |
| PC sum               | = | Prime Cost sum    |
| Prov Sum             | = | Provisional Sum   |
| sum                  | = | lump sum          |
| t                    | = | ton (1 000 kg)    |

7. **NET MEASUREMENTS**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. **QUANTITIES**

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

9. **CURRENCY**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. **VALUE ADDED TAX**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

11. **RATES AND PRICES**

11.1 **General**

- a) The Contractor must price each item in the Bill of Quantities in **BLACK INK**. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bidder is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 “Rate only” items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Bidder offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

11.4    Labour Intensive work

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

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

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

12.    VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

13.    MONTHLY PAYMENTS

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

Unless otherwise specified in the Specifications and Project Specifications, progress payments shall be by means of interim progress instalments measured against actual deliverables achieved, according to the pre-approved Terms of Reference in the Tender Data

**14. CONTRACT PRICE ESCALATION**

Unless otherwise specified, consumer price index will be used to recompensate the contractor for all losses incurred on the project following the lapse of a 12-month project duration. The base date shall be date on which the tender closed and usage of SEIFSA indices with the relevant formular applied.

Contractor

Witness 1

Witness 2  
Witness 2

Employer

Witness 1

**VHEMBE DISTRICT MUNICIPALITY**

**VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND  
PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)**

**C2.2 BILL OF QUANTITIES**

The Bill of Quantities is structured as outline below. Where there is gaps and omissions in specifications and/or BOQ the applicable Standard shall apply.

| SECTION                         | DESCRIPTION                           |
|---------------------------------|---------------------------------------|
| BILL 1: PRELIMINARY AND GENERAL |                                       |
| BILL 2: BULK WATER PIPELINE     |                                       |
| C                               | SITE CLEARANCE                        |
| DB                              | PIPE TRENCHES                         |
| GA                              | CONCRETE, FORMWORK AND REINFORCEMENT  |
| LB                              | PIPE BEDDING AND BLANKET              |
| L                               | PVC-O PRESSURE PIPE AND PIPE FITTINGS |
| DB                              | CROSSING                              |
| BILL 3: DAYWORKS                |                                       |

**BILL 1: PRELIMINARY AND GENERAL**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VHEMBE DISTRICT MUNICIPALITY**

**MUTALE BULK WATER PIPELINE: TSHILAMBA VILLAGE**

**TENDER NO.**

**BILL 1 : PRELIMINARY AND GENERAL**

| ITEM NO.               | PAYM. REF.            | DESCRIPTION                                                                 | UNIT  | QTY | RATE | AMOUNT |
|------------------------|-----------------------|-----------------------------------------------------------------------------|-------|-----|------|--------|
| <b>1.1</b>             | <b>SABS 1200A 8.3</b> | <b><u>GENERAL</u></b><br><b><u>FIXED CHARGE AND VALUE-RELATED ITEMS</u></b> |       |     |      |        |
| 1.1.1                  | 8.3.1                 | Contractual Requirements                                                    | sum   | 1   |      |        |
| 1.1.2                  | 8.3.2                 | <b><u>Establish facilities on site</u></b>                                  |       |     |      |        |
| 1.1.2.1                | 8.3.2.1               | i) <u>Facilities for Engineer</u>                                           |       |     |      |        |
|                        |                       | a) Name Boards (3 no) Supply & erect three name boards (drawing)            | no    | 3   |      |        |
|                        |                       | b) Furnished Office (PSAB4.1)                                               | sum   | 1   |      |        |
|                        |                       | d) Survey assistant and equipment                                           | sum   | 1   |      |        |
|                        |                       | d) Cellular phones and data (PSAB4.2)                                       | month | 12  |      |        |
| 1.1.2.2                | 8.3.2.2               | ii) <u>Facilities for Contractor</u>                                        |       |     |      |        |
|                        |                       | a) Offices and storage sheds                                                | sum   | 1   |      |        |
|                        |                       | b) Workshops                                                                | sum   | 1   |      |        |
|                        |                       | c) Ablution and latrine facilities                                          | sum   | 1   |      |        |
|                        |                       | d) Tools and equipment                                                      | sum   | 1   |      |        |
|                        |                       | e) Water supplies, electric power & communications                          | sum   | 1   |      |        |
|                        |                       | f) Dealing with water                                                       | sum   | 1   |      |        |
|                        |                       | g) Access                                                                   | sum   | 1   |      |        |
|                        |                       | h) Plant                                                                    | sum   | 1   |      |        |
|                        |                       | i) Operational Health & Safety (POHAS 3.6)                                  | sum   | 1   |      |        |
| 1.1.3                  | 8.3.3                 | Other fixed charge obligations                                              | sum   | 1   |      |        |
| 1.1.4                  | 8.3.4                 | Removal of site establishments                                              | sum   | 1   |      |        |
| <b>CARRIED FORWARD</b> |                       |                                                                             |       |     |      |        |
| <b>BROUGHT FORWARD</b> |                       |                                                                             |       |     |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO.               | PAYM. REF.        | DESCRIPTION                                                                          | UNIT  | QTY | RATE | AMOUNT |
|------------------------|-------------------|--------------------------------------------------------------------------------------|-------|-----|------|--------|
| <b>1.2</b>             | <b>SABS 1200A</b> |                                                                                      |       |     |      |        |
|                        | <b>8.4</b>        | <b><u>TIME RELATED ITEMS</u></b>                                                     |       |     |      |        |
| 1.2.1                  | 8.4.1             | Contractual requirements                                                             | sum   | 1   |      |        |
| 1.2.2                  | 8.4.2             | <b><u>Operations and Maintenance of Facilities on Site</u></b>                       |       |     |      |        |
| 1.2.2.1                | 8.4.2.1           | <u>Facilities for Engineer</u>                                                       |       |     |      |        |
|                        | PSAB1             | a) Name Boards (3 no) Supply & erect three name boards as per Dwg. No. 1609A0.716.20 | month | 12  |      |        |
|                        |                   | b) Furnished Office (PSAB4.2)                                                        | month | 12  |      |        |
|                        |                   | c) Survey assistant and equipment                                                    | month | 12  |      |        |
|                        |                   | d) Cellular phones and data (PSAB4.1)                                                | month | 12  |      |        |
| 1.2.2.2                | 8.4.2.2           | <u>Facilities for Contractor</u>                                                     |       |     |      |        |
|                        |                   | a) Offices and storage sheds                                                         | month | 12  |      |        |
|                        |                   | b) Workshops                                                                         | month | 12  |      |        |
|                        |                   | c) Laboratories                                                                      | month | 12  |      |        |
|                        |                   | d) Living accommodation                                                              | month | 12  |      |        |
|                        |                   | e) Ablution and latrine facilities                                                   | month | 12  |      |        |
|                        |                   | f) Tools and equipment                                                               | month | 12  |      |        |
|                        |                   | g) Water supplies, electric power & communications                                   | month | 12  |      |        |
|                        |                   | h) Dealing with water                                                                | month | 12  |      |        |
|                        |                   | i) Access                                                                            | month | 12  |      |        |
|                        |                   | j) Plant                                                                             | month | 12  |      |        |
|                        |                   | k) Operational Health & Safety (POHAS 3.6)                                           | month | 12  |      |        |
| 1.2.3                  | 8.4.3             | Supervision for duration of the construction                                         | month | 12  |      |        |
| 1.2.4                  | 8.4.4             | Company and Head Office overhead costs for the duration of the Contract              | month | 12  |      |        |
| 1.2.5                  | 8.4.5             | Other time related obligations                                                       | month | 12  |      |        |
| <b>CARRIED FORWARD</b> |                   |                                                                                      |       |     |      |        |
| <b>BROUGHT FORWARD</b> |                   |                                                                                      |       |     |      |        |
| <b>1.3</b>             | <b>8.5</b>        | <b><u>SUMS STATED PROVISIONALLY BY THE</u></b>                                       |       |     |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO.               | PAYM. REF. | DESCRIPTION                                                                                                                         | UNIT | QTY | RATE         | AMOUNT        |
|------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------|------|-----|--------------|---------------|
| 1.3.1                  | PSA7.1     | <b><u>ENGINEER</u></b><br><b><u>Provisional Sum</u></b><br>Material to be used during execution of dayworks                         | sum  | 1   | 550 000,00   | R550 000,00   |
| 1.3.2                  |            | Percentage adjustment to item 1.3.1 to cover Contractor's expenses with regard to item 1.3.1 (max 10%)                              | %    | 10% | 550 000,00   | R55 000,00    |
| 1.3.3                  | PSA7.2     | Escalation                                                                                                                          | sum  | 1   | 2 006 584.04 | R2 006 584.04 |
| 1.4                    | 8,5        | <b><u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u></b><br><b><u>(NOT SUBJECT TO RETENTION OR ESCALATION)</u></b> (Provisional Sum) |      |     |              |               |
| 1.4.1                  |            | Rented accommodation                                                                                                                | sum  | 1   | 75 000,00    | R75 000,00    |
| 1.4.2                  |            | Radio - telephone facilities                                                                                                        | sum  | 1   | 14 400,00    | R14 400,00    |
| 1.4.3                  |            | Labour Desk Officer                                                                                                                 | sum  | 1   | 60 000,00    | R60 000,00    |
| 1.4.4                  |            | Commissioning of the Project                                                                                                        | sum  | 1   | 10 000,00    | R10 000,00    |
| 1.4.5                  |            | Detailed surveying and staking of pipeline routes                                                                                   | sum  | 1   | 50 000,00    | R50 000,00    |
| 1.4.6                  |            | Provision for training of the PSC members.                                                                                          | sum  | 1   | 142 800,00   | R142 800,00   |
| 1.4.7                  |            | Provide for the appointment of a H&S Consultant                                                                                     | sum  | 0   |              |               |
| 1.4.8                  |            | Provide for the appointment of a Specialist to identify existing affected services, accesses and encroachment relocations           | sum  | 1   | 750 000,00   | R750 000,00   |
| 1.4.9                  |            | Provide for the Traffic Accommodation subject to approval of the Engineer                                                           | sum  | 1   | 410 385,63   | R410 385,63   |
| 1.4.10                 |            | cover Contractor's expenses with regard to the above items (maximum 10%)                                                            | %    | 10% | 1 512 585,63 | R151 258,56   |
| <b>CARRIED FORWARD</b> |            |                                                                                                                                     |      |     |              |               |
| <b>BROUGHT FORWARD</b> |            |                                                                                                                                     |      |     |              |               |
| 1,5                    | 8,8        | <b><u>TEMPORARY WORKS</u></b>                                                                                                       |      |     |              |               |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO.                                | PAYM. REF. | DESCRIPTION                                                                                         | UNIT | QTY | RATE | AMOUNT |
|-----------------------------------------|------------|-----------------------------------------------------------------------------------------------------|------|-----|------|--------|
| 1.5.1                                   | 8.8.4      | <u>Existing Services</u><br>a) Excavation by hand in soft material to expose services (Provisional) | no   | 240 |      |        |
| TOTAL BILL 1 CARRIED FORWARD TO SUMMARY |            |                                                                                                     |      |     |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BILL 2: BULK WATER PIPELINES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VHEMBE DISTRICT MUNICIPALITY**

**MUTALE BULK WATER PIPELINE: TSHILAMBA VILLAGE**

**BILL 2 : BULK WATER PIPELINE**

Bill 2

Bulk Water PVC-O Pipeline

| ITEM NO.               | PAYM. REF.         | LI C | DESCRIPTION                                                                                                                                                    | UNIT               | QTY     | RATE | AMOUNT |
|------------------------|--------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------|------|--------|
| <b>2,1</b>             | <b>SABS 1200C</b>  |      | <b><u>SITE CLEARANCE</u></b>                                                                                                                                   |                    |         |      |        |
| 2.1.1                  | 8.3.1a)            | LI   | a) Clear vegetation and trees of girth up to 1 m                                                                                                               | m                  | 6 000   |      |        |
| 2.1.2                  | 8.3.1b)            | LI   | b) Clear trees of girth over 1m (Provisional)                                                                                                                  | no                 | 285     |      |        |
|                        |                    | LI   | c) Remove topsoil up to 150mm deep, stockpile, maintain and re-establish                                                                                       | m                  | 2 160   |      |        |
| <b>2,2</b>             | <b>SABS 1200DB</b> |      | <b><u>EXCAVATION</u></b>                                                                                                                                       |                    |         |      |        |
| 2.2.1                  | 8.3.2a)            | LI   | Excavation to the required depth in all materials for trenches, backfilling, compaction and disposal of surplus unsuitable materials for the following depths: |                    |         |      |        |
|                        |                    |      | a) Up to 1.0 m deep for all PVC-O pipes                                                                                                                        | m <sup>3</sup>     | 1 200   |      |        |
|                        |                    |      | b) Over 1.0 m up to 1.5 m deep for all PVC-O pipes                                                                                                             | m <sup>3</sup>     | 300     |      |        |
|                        |                    |      | c) Over 1.5 m up to 2.0 m deep for all PVC-O pipes                                                                                                             | m <sup>3</sup>     | 4 800   |      |        |
|                        |                    |      | d) Over 2.0 m up to 2.5 m deep for all PVC-O pipes                                                                                                             | m <sup>3</sup>     | 6 200   |      |        |
|                        |                    |      | e) Over 2.5 m up to 3.0 m deep for all PVC-O pipes                                                                                                             | m <sup>3</sup>     | 2 800   |      |        |
|                        |                    |      | f) Over 3.0 m up to 3.5 m deep for all PVC-O pipes                                                                                                             | m <sup>3</sup>     | 870     |      |        |
|                        |                    |      | g) Over 3.5 m up to 4.0 m deep for all PVC-O pipes                                                                                                             | m <sup>3</sup>     | 70      |      |        |
|                        |                    |      | h) Over 4.0 m deep for all PVC-O pipes                                                                                                                         | m <sup>3</sup>     | 14      |      |        |
| 2.2.2                  | 8.3.2b)            |      | <u>Extra-over item 3.2.1 for</u>                                                                                                                               |                    |         |      |        |
|                        |                    |      | a) Intermediate excavation (Provisional)                                                                                                                       | m <sup>3</sup>     | 3 251   |      |        |
|                        |                    |      | b) Hard rock excavation (Provisional)                                                                                                                          | m <sup>3</sup>     | 6 502   |      |        |
|                        |                    |      | c) Boulders excavation (Provisional)                                                                                                                           | m <sup>3</sup>     | 4 680   |      |        |
| 2.2.3                  | 8.3.2c)            | LI   | Excavate and dispose of unsuitable material from trench bottom (Provisional)                                                                                   | m <sup>3</sup>     | 4 680   |      |        |
| 2.2.4                  | 8.3.3.b)           |      | Import backfill material from designated borrow pits (Provisional)                                                                                             | m <sup>3</sup>     |         |      |        |
| 2.2.5                  | 8.3.3.2            |      | Opening up and closing down of designated borrow pit                                                                                                           | ha                 | 1,85    |      |        |
| 2.2.7                  | 8.3.3.4            | LI   | <u>Overhaul of unsuitable material and backfill</u>                                                                                                            |                    |         |      |        |
|                        |                    |      | a) Limited overhaul (0.5 to 1.0 km) (Provisional)                                                                                                              | m <sup>3</sup>     | 4 680   |      |        |
|                        |                    |      | b) Long overhaul                                                                                                                                               | m <sup>3</sup> .km | 163 800 |      |        |
| <b>CARRIED FORWARD</b> |                    |      |                                                                                                                                                                |                    |         |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO.               | PAYM. REF.          | LI C      | DESCRIPTION                                                                                                                                                                                                                                                          | UNIT               | QTY     | RATE | AMOUNT |
|------------------------|---------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------|------|--------|
| <b>BROUGHT FORWARD</b> |                     |           |                                                                                                                                                                                                                                                                      |                    |         |      |        |
| <b>2,3</b>             | <b>SABS 1200D B</b> |           | <b><u>EXISTING SERVICES</u></b>                                                                                                                                                                                                                                      |                    |         |      |        |
| 2.3.1                  | 8.3.5a)             | <u>LI</u> | <u>Services that intersect a trench</u>                                                                                                                                                                                                                              |                    |         |      |        |
|                        |                     |           | a) Pipelines                                                                                                                                                                                                                                                         | no                 | 140     |      |        |
|                        |                     |           | b) Cables                                                                                                                                                                                                                                                            | no                 | 72      |      |        |
| 2.3.2                  | 8.3.5b)             | <u>LI</u> | <u>Services that adjoin a trench</u>                                                                                                                                                                                                                                 |                    |         |      |        |
|                        |                     |           | a) Pipelines                                                                                                                                                                                                                                                         | m                  | 650     |      |        |
|                        |                     |           | b) Cables                                                                                                                                                                                                                                                            | m                  | 450     |      |        |
| <b>2,4</b>             | <b>SABS 1200L B</b> |           | <b><u>PIPE BEDDING AND BLANKET</u></b>                                                                                                                                                                                                                               |                    |         |      |        |
| 2.4.1                  |                     | <u>LI</u> | <u>Selected granular material for bedding cradle and blanket</u>                                                                                                                                                                                                     |                    |         |      |        |
|                        | 8.2.1               |           | a) Trench excavation                                                                                                                                                                                                                                                 | m <sup>3</sup>     | 3 240   |      |        |
|                        | 8.2.2.2             |           | b) Borrow pits                                                                                                                                                                                                                                                       | m <sup>3</sup>     |         |      |        |
|                        | 8.2.2.2             |           | c) Commercial source                                                                                                                                                                                                                                                 | m <sup>3</sup>     | 4 200   |      |        |
| 2.4.2                  |                     | <u>LI</u> | <u>Provision of selected fill material</u>                                                                                                                                                                                                                           |                    |         |      |        |
|                        | 8.2.1               |           | a) Trench excavation                                                                                                                                                                                                                                                 | m <sup>3</sup>     | 1 440   |      |        |
|                        | 8.2.2.2             |           | b) Borrow pits                                                                                                                                                                                                                                                       | m <sup>3</sup>     |         |      |        |
|                        | 8.2.2.2             |           | c) Commercial source                                                                                                                                                                                                                                                 | m <sup>3</sup>     | 7 200   |      |        |
| 2.4.3                  | 8.2.5               | <u>LI</u> | Overhaul for imported material for bedding, cradle and blanket                                                                                                                                                                                                       | m <sup>3</sup> .km | 342 000 |      |        |
| <b>2,5</b>             | <b>SABS 1200L</b>   |           | <b>- <u>PVC-O PRESSURE PIPE AND PIPE FITTINGS</u></b>                                                                                                                                                                                                                |                    |         |      |        |
| 2.5.1                  | 8.2.1               |           | Supply, lay, bed & test complete with all couplings and fittings for the following PVC-O pressure pipes (conforming with SANS 966 Part 1 Specifications) in 6 m lengths each pipe fitted at one end with socket for Mechanical jointing, in the following diameters: |                    |         |      |        |
|                        |                     | <u>LI</u> | a) 630 mm dia Class 16                                                                                                                                                                                                                                               | m                  | 6 000   |      |        |
| <b>CARRIED FORWARD</b> |                     |           |                                                                                                                                                                                                                                                                      |                    |         |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO.               | PAYM. REF.       | LI C | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | UNIT | QTY | RATE | AMOUNT |
|------------------------|------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------|--------|
| <b>BROUGHT FORWARD</b> |                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |     |      |        |
| 2,6                    | SABS 1200L       |      | <b><u>FITTINGS AND SPECIALS FOR FIXING ONTO PVC-O PIPES</u></b><br><br>Fittings to be suitable for coupling directly (mechanically onto pipes. Each fitting socket for mechanical - jointing. Fittings for PVC-O Class 16 (unless otherwise specified.) Fittings to be of PVC/cast iron construction:                                                                                                                                                                                                                                                                                                                                                                                                                |      |     |      |        |
| 2.6.2                  | 8.2.5            | LI   | <u>Bends 90 degree (PVC-O)</u><br>a) 600 mm dia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | no   | 3   |      |        |
| 2.6.2                  | 8.2.5            | LI   | <u>Bends 45 degree (PVC-O)</u><br>a) 600 mm dia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | no   | 6   |      |        |
| 2.6.3                  | 8.2.5            | LI   | <u>Bends 22.5 degree (PVC-O)</u><br>a) 600 mm dia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | no   | 8   |      |        |
| 2.6.4                  | 8.2.5            | LI   | <u>Bends 11.25 degree (PVC-O)</u><br>a) 600 mm dia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | no   | 18  |      |        |
| 2,7                    | SABS 1200L 8.2.5 |      | <b><u>DOUBLE PURPOSE AIR RELEASE VALVE</u></b><br><br>Supply the following fittings required for a complete <b>Type 1</b> air valve assembly on the following diameter pipes:<br><u>600 ND PVC-O, Class 16</u><br>a) 2 x DN630 PN16 Enerseal Flange adaptor for PVC pipe<br>b) 1 x DN600 PN16 steel grade x42 pipe with 90 degree x DN 450 PN16 steel branch ( Reducing Tee) with all ends flanged with PN16 flanges<br>c) 1 x DN100 PN16 mild steel grade x42 straight pipe, 500mm long with one end welded to item 2 and other end flanged<br>d) 1 x DN100 flanged stainless steel ball valve PN16<br>e) 1 x DN100 dual action air valve PN 16 fitted with studs to fit ball valve<br><br><b>Complete Assembly</b> | No   | 6   |      |        |
| 2.7.1                  | 8.2.5            |      | Supply the following fittings required for a complete <b>Type 2</b> air valve assembly on the following diameter pipes:<br><u>600 ND PVC-O, Class 16</u><br>a) 2 x DN630 PN16 Enerseal Flange adaptor for PVC pipe<br>b) 2 x DN600 PN16 steel grade x42 pipe with 90 degree x DN 450 PN16 steel branch ( Reducing Tee) with all ends flanged with PN16 flanges<br>c) 1 x DN100 PN16 mild steel grade x42 straight pipe, 500mm long with one end welded to item 2 and other end flanged<br>d) 2 x DN100 flanged stainless steel ball valve PN16<br>e) 2 x DN100 dual action air valve PN 16 fitted with studs to fit ball valve<br><br><b>Complete Assembly</b>                                                       | No   | 3   |      |        |
| <b>CARRIED FORWARD</b> |                  |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |     |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO.               | PAYM. REF.        | LI C      | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | UNIT | QTY | RATE | AMOUNT |
|------------------------|-------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------|--------|
| <b>BROUGHT FORWARD</b> |                   |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |     |      |        |
| 2,8                    | SABS 1200L 8.2.5  |           | <b><u>SCOUR VALVE ASSEMBLY</u></b><br>Supply and install the following fittings required for a complete scour valve assembly on the following diameter pipes:<br><u>600 ND PVC-O, Class 16</u><br>a) 2 x 630mm diameter flange adaptors<br>b) 2 x DN600 flanged spool pieces, 500mm Long<br>c) 2 x 600mm NB steel pipe with a 150mm NB flanged opening. The 600mm NB steel pipe is to be fitted with a puddle flange one end plain and the other flanged and to be bolted to sluice GV:<br>Puddle Size: OD =910mm, t =12mm<br>150mm diameter flange Size as per SANS 1123 1600/3<br>600mm diameter flange Size as per SANS 1123 1600/3<br>d) 1 x 600mm ND PN16 gate valve with both ends flanged according to rand water specifications.<br>e) 2 x 150mm diameter flanged long radius steel bend bolted<br>f) 2 x 150mm diameter equal Tee piece, all ends flanged bolted<br>g) 3 x 150mm ND PN16 gate valve with both ends flanged according to rand water specifications. The Valve shall conform to RW specifications for sluice valves and powered actuators<br>h) 2 x 150mm diameter straight steel pipe, one end plain and the other end flanged cut to suit one side bolted<br>i) 2 x 150mm diameter steel diffuser as per detail B, complete with PN16 blank flange (t=30mm) welded<br>j) 2 x 150mm diameter equal Tee piece, all ends flanged bolted<br><p style="text-align: right;"><b>Complete Assembly</b></p> | no   | 2   |      |        |
| 2,9                    | SABS 1200L 8.2.3  |           | <b><u>VALVES - Supply</u></b><br>Gate Valves fitted with resilient, rubberised metal gate. Valves to comply with SABS 664, Class 10, waterworks applications with cap top, plain thrust collar, non-rising spindle, clockwise closing.<br>a) 600 DN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | no   | 2   |      |        |
| 2,10                   | SABS 1200L 8.2.11 | <u>LI</u> | <b><u>ANCHOR BLOCKS</u></b><br>Concrete anchor blocks complete as indicated on (Drawing)<br>Price to include excavation, formwork, reinforcing and concrete:<br>a) Volume less than 0.6 m <sup>3</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | no   | 26  |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO. | PAYM. REF. | LI C | DESCRIPTION                                | UNIT | QTY | RATE | AMOUNT |
|----------|------------|------|--------------------------------------------|------|-----|------|--------|
|          |            |      | b) Volume between 0.6 - 1.2 m <sup>3</sup> | no   | 6   |      |        |
|          |            |      | b) Volume between 1.2- 1.8 m <sup>3</sup>  | no   | 3   |      |        |
|          |            |      | CARRIED FORWARD                            |      |     |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO. | PAYM. REF.                  | LI C | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | UNIT | QTY | RATE | AMOUNT |
|----------|-----------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------|--------|
|          |                             |      | <b>BROUGHT FORWARD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |     |      |        |
| 2,11     | <b>SABS 1200L</b><br>8.2.14 |      | <b><u>MANHOLES</u></b><br>Supply and install concrete manholes (Square shape - Nt 2 000 x 2000mm ) as detailed complete on the drawings, etc. Rate to include for excavation, materials, construction and finishing (but to exclude pipeline fittings, ladders, ventilators and manhole covers as these are detailed else- where)<br>a) Concrete manhole for Type 1 air valves - see Drawing<br>b) Concrete manhole for Type 2 air valves - see Drawing<br>c) Concrete manhole for scour valve - see Drawing<br>d) Concrete manhole for cross connection - see Dwg.                                                                                                                                                                                                                                                                                                                                                                       | no   | 6   |      |        |
| 2,12     | <b>SABS 1200L</b><br>8.2.5  | L/   | <b><u>MISCELLANEOUS</u></b><br><b><u>Mechanical Equipment</u></b><br>a) 600 x 600mm 3CR12 steel manhole cover and frame according to Dwg. No's .....<br>b) 300 x 300mm 14 LD polymer manhole cover and frame according to Dwg. No's scour drawing detail No.159-C3-PL-216 RevA<br>650mm diameter "Smartlock" or similar approved heavy duty manhole cover and frame of UV stabilized glass fibre polyester (SMC) according Dwg. No. 159-GL-104 Rev A & 159-GL-106 Rev A<br>c) 3CR12 steel ventilator for manholes according to Dwg. No. 159-GL-104 Rev A & 159-GL-106 Rev A<br>d) OPVC ventilation pipe to extend to 300 mm above manhole floor from ventilator according to Dwg No. 159-GL-104 Rev A & 159-GL-106 Rev A<br>e) Steel manhole access ladder according to Dwg. No. 159-GL-104 Rev A & 159-GL-106 Rev A<br>f) 1 200 x 200 mm galvanised banded grid for scour valve chambers<br>a) 600 x 600mm 3CR12 steel manhole cover and | no   | 2   |      |        |
| 2.12.1   |                             |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | no   | 2   |      |        |
|          |                             |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | no   | 9   |      |        |
|          |                             |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | no   | 13  |      |        |
|          |                             |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | no   | 13  |      |        |
|          |                             |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | no   | 13  |      |        |
|          |                             |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | no   | 4   |      |        |
|          |                             |      | <b>CARRIED FORWARD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |     |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO. | PAYM. REF.                     | LI C | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | UNIT | QTY   | RATE       | AMOUNT      |
|----------|--------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|------------|-------------|
|          |                                |      | <b>BROUGHT FORWARD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |       |            |             |
| 2.12.2   | 8.2.11                         | LI   | <u>Pipeline Marker</u><br>Complete as detailed on Dwg. No. ....                                                                                                                                                                                                                                                                                                                                                                                                                                 | no   | 80    |            |             |
| 2.12.3   | 8.2.1                          |      | <u>Test of Pipeline</u><br>a) All labour, materials, water and equipment required to carry out any tests deemed necessary                                                                                                                                                                                                                                                                                                                                                                       | m    | 6 000 |            |             |
|          |                                |      | b) Purchasing of water for testing purpose                                                                                                                                                                                                                                                                                                                                                                                                                                                      | kl   | 2 100 |            |             |
| 2,13     | <b>SABS 1200D B</b><br>8.3.3.3 |      | <b><u>CROSSING</u></b><br>LI a) Construct <b>Major</b> road crossing complete for pipeline crossing under dirt road. Rate to include for excavation, sleeve pipe, compaction and finishing. (Provisional)                                                                                                                                                                                                                                                                                       | Sum  | 1     | 695 000,00 | R695 000,00 |
|          |                                | LI   | b) Construct <b>Minor</b> road crossing complete for pipeline crossing under dirt road. Rate to include for excavation, sleeve pipe, compaction and finishing. (Provisional)                                                                                                                                                                                                                                                                                                                    | Sum  | 1     | 360 000,00 | R360 000,00 |
|          |                                | LI   | c) Construct <b>Major</b> river crossing along the existing bridge complete with a heavy duty galvanized mild steel pipe DN630, pedestals and pipe clamps. Rate to include supply, deliver, install, coating and testing. (Provisional)                                                                                                                                                                                                                                                         | Sum  | 1     | 850 000,00 | R850 000,00 |
|          |                                | LI   | d) Construct <b>Minor</b> river crossing along the existing bridge complete with a heavy duty galvanized mild steel pipe DN630, pedestals and pipe clamps. Rate to include supply, deliver, install, coating and testing. (Provisional)                                                                                                                                                                                                                                                         | Sum  | 1     | 850 000,00 | R350 000,00 |
| 2,14     | <b>SABS 1200L</b>              | LI   | <b><u>MISCELLANEOUS</u></b><br><b><u>CROSS CONNECTION</u></b><br>a) Provide an emergency cross connection between "New" DN630 and the existing DN400 PVC pipes using a DN300 steel pipe PN16, girth 5 000mm long. The cross connection shall connect to a DN630 x 300 reducing Tee on the new pipeline and a DN300 x 300, 500mm long "all sides" equal Tee with two (2) x DN400 x 300mm reducers, including a DN300 PN16 gate valve and DN300 PN16 non-return valve<br><b>Complete Assembly</b> |      |       |            |             |
|          |                                |      | <b>TOTAL BILL 2 CARRIED FORWARD TO SUMMARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |       |            |             |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BILL 3: DAYWORKS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VHEMBE DISTRICT MUNICIPALITY**  
**MUTALE BULK WATER PIPELINE: TSHILAMBA VILLAGE**  
**TENDER NO.**  
**BILL 3 : DAYWORKS**

Bill 3  
Dayworks

| ITEM NO.               | PAYM. REF.               | DESCRIPTION                                                                                                                                                                                                               | UNIT                                            | QTY                              | RATE | AMOUNT |
|------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------|------|--------|
| 3.1                    | <b>SABS 1200A</b><br>8,7 | <b><u>Dayworks Labour</u></b><br>a) Contractor's Representative<br>b) Surveyor<br>c) Qualified artisan<br>d) Foreman, leader-hand (9 hr/workday)<br>e) Semi-skilled labourer (9 hr/workday)<br>f) Labourer (9 hr/workday) | hr<br>hr<br>hr<br>workday<br>workday<br>workday | 40<br>40<br>80<br>20<br>20<br>40 |      |        |
| 3.2                    |                          | <b><u>Planthire : Work Rates on Site</u></b>                                                                                                                                                                              |                                                 |                                  |      |        |
| 3.2.1                  |                          | <u>Tipper truck (specify capacity)</u><br>a) 5m <sup>3</sup> (small)<br>b) 10m <sup>3</sup> (large)                                                                                                                       | hr<br>hr                                        | 40<br>80                         |      |        |
| 3.2.2                  |                          | <u>Flat bed truck (specify capacity)</u><br>a) ..... ton (large)                                                                                                                                                          | km                                              | 500                              |      |        |
| 3.2.3                  |                          | LDV                                                                                                                                                                                                                       | km                                              | 5000                             |      |        |
| 3.2.4                  |                          | Wheel loader: ..... m <sup>3</sup> bucket (specify type)                                                                                                                                                                  | hr                                              | 40                               |      |        |
| 3.2.5                  |                          | <u>Bull dozer</u><br>a) ..... m <sup>3</sup> (large)                                                                                                                                                                      | hr                                              | 40                               |      |        |
| 3.2.6                  |                          | <u>TLB (Tractor Loader Backhoe)</u><br>(..... m <sup>3</sup> bucket) (specify type) .....                                                                                                                                 | hr                                              | 40                               |      |        |
| 3.2.7                  |                          | <u>Compactor</u><br>a) ..... (specify applied force) ..... kg                                                                                                                                                             | hr                                              | 80                               |      |        |
| <b>CARRIED FORWARD</b> |                          |                                                                                                                                                                                                                           |                                                 |                                  |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| ITEM NO.                                | PAYM. REF. | DESCRIPTION                                                                  | UNIT | QTY | RATE | AMOUNT |
|-----------------------------------------|------------|------------------------------------------------------------------------------|------|-----|------|--------|
| BROUGHT FORWARD                         |            |                                                                              |      |     |      |        |
| 3.2.8                                   |            | <u>Concrete mixer (specify dry/wet capacity)</u><br>a) ..... (small towable) | hr   | 80  |      |        |
| 3.2.9                                   |            | <u>Miscellaneous</u><br>a) Compressor with capacity of ± 10m³/min            | hr   | 40  |      |        |
|                                         |            | b) Water pump with 80mm outlet - diesel driven                               | hr   | 80  |      |        |
| TOTAL BILL 3 CARRIED FORWARD TO SUMMARY |            |                                                                              |      |     |      |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY

VHEMBE DISTRICT MUNICIPALITY

MUTALE RAW WATER SCHEME: WEIR REHABILITATION AND PUMPSTATIONS  
UPGRADE  
SUMMARY OF SECTIONS



| SCHEDULE                                                                       | DESCRIPTION                | AMOUNT<br>R-C |
|--------------------------------------------------------------------------------|----------------------------|---------------|
| SCHEDULE 1                                                                     | PRELIMINARIES AND GENERALS |               |
| SCHEDULE 2                                                                     | BULK WATER PIPELINES       |               |
| SCHEDULE 3                                                                     | DAYWORKS                   |               |
| SUBTOTAL                                                                       |                            |               |
| CONTINGENCIES (Add 10% of Subtotal)                                            |                            |               |
| SUBTOTAL                                                                       |                            |               |
| F VALUE ADDED TAX (Add 15 % of Subtotal)                                       |                            |               |
| TOTAL (E+F) CARRIED TO “SECTION A: OFFER” OF C1.1 FORM OF OFFER AND ACCEPTANCE |                            |               |

SIGNED ON BEHALF OF TENDERER:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## BID DOCUMENT FOR:

# APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)

**BID NUMBER: VDM/TECH/25/07/2024/03**

**CIDB Grade: 8CE or Higher**

## BOOK 2 OF 2 (VOLUME 2)

|                                                                                                                                                                                                                                            |                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vhembe District Municipality</b><br>Supply Chain Management:<br>Contact: Ms. Sigida N<br>Tel: (015) 960 2000<br>Fax: (015) 962 5277                                                                                                     | <b>Vhembe District Municipality</b><br>Project Management Unit:<br>Contact: Mr E.F. Chauke<br>Tel: (015) 960 2000<br>Fax: (015) 962 5277 |
| <b>Compiled by:</b><br>Batatise Consulting Engineers (Pty) Ltd:<br>Contact: Jabula Nkomo,<br>Tel: (010) 442 6759<br>Cell: 068 285 4350<br>E-mail address: <a href="mailto:jabula@batatiseconsulting.com">jabula@batatiseconsulting.com</a> |                                                                                                                                          |
| <b>Name of Bidder.</b> .....<br>.....                                                                                                                                                                                                      |                                                                                                                                          |
| <b>Bid Amount (VAT Inclusive)</b> .....                                                                                                                                                                                                    |                                                                                                                                          |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART C3: SCOPE OF WORK**

**Contents**

|                              |                         |      |     |
|------------------------------|-------------------------|------|-----|
| <b>Part C3: Sope of Work</b> |                         | Blue | 197 |
| C3.1                         | Standard Specifications | Blue | 199 |
| C3.2                         | Project Specifications  | Blue | 200 |
| C3.3                         | OHS Specifications      | Blue | 225 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VHEMBE DISTRICT MUNICIPALITY**

**VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND  
PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)**

**C3.1 STANDARD SPECIFICATIONS**

**C3.2 PROJECT SPECIFICATIONS**

**PART A: GENERAL**

|      |                                      |
|------|--------------------------------------|
| PS-1 | Project Description                  |
| PS-2 | Description of the Site and Access   |
| PS-3 | Details of the Works                 |
| PS-4 | Construction Management Requirements |
| PS-5 | Security Clearance of Personnel      |
| PS-6 | Subcontractors                       |
| PS-7 | Supply of Materials                  |
| PS-8 | Execution of Works                   |

**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

|     |                         |
|-----|-------------------------|
| PSA | SABS 1200 A: General    |
| PSC | SABS 1200 D: Earthworks |

**C3.3 PARTICULAR SPECIFICATIONS**

SECTION PC Trimming Of Site  
SECTION PC Maintenance  
SECTION PE Contingences  
SECTION PG Generic Labour-Intensive Specification  
SECTION POHS  
OHSA 1993 Safety Specification

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**VHEMBE DISTRICT MUNICIPALITY**

**VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND  
PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)**

***C3.1 Standard Specifications***

The standard specifications on which this contract is based are listed below. Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications shall apply:

SANS 1200 A – 1986 GENERAL

SANS 1200 AB – ENGINEER’S OFFICE

SANS 1200 C – 1990 SITE CLEARANCE

SANS 1200 DB – 1989 EARTHWORKS (PIPE TRENCHES)

SANS 1200 L – 1983 MEDIUM-PRESSURE PIPELINES

SANS 1200 LB – 1983 BEDDING (PIPES)

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

**CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS:**

SANS 1921-1 -2004

SANS 1921-2 -2004

SANS 1921-5-2004

The above mentioned South African National Standards are referenced in the Specification Data. The Standard shall have precedence in the interpretation of any ambiguity or inconsistency between standard and specifications

**VHEMBE DISTRICT MUNICIPALITY**

**VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND  
PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)**

***C3.2: Project Specifications***

**STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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

**PART A: GENERAL**

**PS1 PROJECT DESCRIPTION**

The works entails the upgrade of a pumping main.

**NOTE:** The upgrade and construction work must be carried out with minimum disruption of supply from the bulk raw water system.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PS1.1 GENERAL

The Mutale Regional Water Scheme has its main source as the Mutale River and abstraction is through a weir and abstraction works. Raw water is pumped to a holding dam at the Mutale Water Purification Plant. The existing Mutale Water Purification Plant is a conventional plant, with two distinct processes, namely:

- Slow Sand Filtration (SSF) system with an estimated capacity of 4.4Mℓ/d and
- Rapid Gravity Filtration (RGF) system with an estimated capacity of 8.6Mℓ/d.

The total treatment capacity of the plant is 13Mℓ/day.

The raw water system comprises of the following:

- Low-Lift Pumpstation, which pumps directly to the high lift pumps suction (i.e., 2 duty / 2 standby pumps)
- High-Lift Pumpstation (i.e., 2 duty / 1 standby pumps.) but only one current at the pumpstation:

High-lift pumps connect directly to low-lift pumps. Communication system between the 2 pump sets is not functional. There is high mortality of the raw water pumps.

- Ø400mm steel pipeline rising main:

It has been established that the pumping main does not meet the design and needs to be upgraded.

The scope is further defined in the tender advert and bill of quantities.

## PS1.2 EXISTING SERVICES

There are underground existing services on site. The contractor must verify all existing services with the municipality, as well as external owners of services, before any excavations are done. All indicated services must be protected against damage and any damage caused to such services will be repaired at the cost of the contractor.

### **Power supply, water and other services**

Power supply (220 and 400 volt) shall be available for the Contractor's use at all facilities except in the event of a power failure or at new installations not yet supplied with power. Arrangements for power shall be arranged in consultation with the employer.

### **Temporary offices and workshops**

The Employer shall provide no temporary offices or workshops. The Contractor must provide his own permanent workshop and office facilities.

### **Telephone facilities**

The Contractor shall not be permitted to use the Employer's telephones and shall be required to have staff equipped with cell-phones.

### ***PS1.2.1 Source of Materials***

The contractor shall pay attention to the following:

#### Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

#### Fires

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

Each Contractor LDV shall be required to carry a fire extinguisher, suitable for extinguishing electrical and other fires.

### ***PS1.2.2 Setting out and approval for excavation***

The contractor must set out the works in accordance with the plans and dimensions provided. After setting out the layout must be approved in writing in the site book by the engineer before any excavations are done. No excavations will be allowed without a Permission To Excavate notice signed by the Engineer's Representative and Employer.

### ***PS1.2.3 Quality Management Plan***

The contractor must submit his own QMP to the engineer for approval. The engineer may issue QMP schedules, and these must be kept to date at all times.

### ***PS1.2.4 Closing down documentation***

The following documentation must be submitted to the Engineer and approved by him:

- as-built drawings
- safety file
- quality management file

### ***PS1.2.5 Disruption of existing services***

The existing sewer connections must remain in operation at all times. Any disruption of service required for the Works under this contract must be approved in writing by the Employer and Engineer's Representative. The Tenderer must allow in his tender rates for the provision of temporarily toilet facilities and / or deviation pipes in order to maintain the existing services if required.

### ***PS1.2.6 Excavation***

Excavations are required and the Contractor must take the necessary steps to ensure site workers and plant safety and keep the site drained for construction. The Contractor must submit a detail construction methodology statement for approval prior to Construction.

## **PS1.3 ITEMS NOT COVERED IN THE SPECIFICATIONS**

Some of the items in the Schedule of Quantities may not be covered by the Standard Specifications. These items are described in the Schedule of Quantities. The rates tendered must include all labour, material, etc and no additional payments will be considered.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

### **PS 2.1 Project Location**

The Mutale Weir and Raw Water Pumpstation is located at LAT: -22.7714, LON: 30.5375 and the Mutale Purification Works is located at LAT: -22.7445, LON: 30.5163 within the Vhembe District Municipality in the Limpopo Province, South Africa and falls within the administrative boundaries of the Thulamela Local Municipality. The pumping main to be upgraded connects the Raw Water Pumpstation to the Purification Works.

### **PS 2.2 Access to site**

Access to the site can be obtained via the public streets within the perimeter of the site of works. The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to any property (Private or State Owned), fauna and flora and rights of way.

The contractor shall take cognizance of the aforementioned items and should allow in his rates tendered for any costs that could be incurred due to damages by the contractor.

### **PS 2.3 Character of Strata and Material on site**

#### ***PS2.3.1 General Geology and soil type***

A geotechnical report is available on request; however, it is worth noting the following:

- The Soutpansberg Mountain Range traverses the project area in the west to east direction north of the Mutale River. Its altitude is at about 1000m.a.s.l.
- The Mutale WTW is located at the foothills of the mountain range at about 600m.a.s.l.
- To the south of the Mutale River is a flat at about 500m.a.s.l. categorized here below as the valley.

#### ***PS2.3.2 Excavation Characteristics***

The SANS 1200 definitions of various excavation classifications shall apply.

In terms of the “New Framework Agreement for Labour Intensive Construction in Civil Construction”, the soils will be described as soft to intermediate and generally suitable for use of labour intensive methods for trench excavation.

#### ***PS2.3.3 Backfill Material Along Pipe Route***

When assessing the suitability of onsite materials for use as backfill in pipe trenches, the specifications of SANS 1200 LB shall apply.

### PS 3 DETAILS OF THE WORKS

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

- Installation of a 600 dia meter raw water pipeline and ancillaries
- Pressure testing of the pipeline

### PS 4 CONSTRUCTION PROGRAMME

#### PS4.1 Submitted Programme

The Contractor's programme shall be in a bar chart form and it must show:

- The various activities, related to a time scale, for each element of the Works, including those of subcontractors, in sufficient detail to be able to assess construction progress,
- Critical path activities and their dependencies,
- Key dates in respect of work to be carried out by others,
- Key dates in respect of information to be provided by the Engineer and/or others.
- All activities shall be logically linked. These logic links must be genuine dependencies- "Soft Logic" or linking unrelated activities to achieve desired dates is not acceptable.
- All durations are to be of the "Fixed Duration" type and may not be effort driven.
- The Project Calendar/s must include all mandated public holidays, and any period that the vendor will not be working (e.g. Builders Holiday, Pay weekends, Christmas week, etc.).
- To prevent misunderstandings, the date format should display the month as "Aug" or "August" instead of "08". Using numbers to represent months is not desirable.
- All points of interface with other parties (including The Engineer are to be shown clearly on the schedule. The interface points must include the physical interactions (access required, hold and inspections points etc.) and the intellectual interactions (information required, submitting drawings etc.).
- The methodology to define work content in the progress curves needs to be agreed to between the Contractor and Engineer within fourteen (14) days of Contract Award and may include parameters such as man-hours, m3 concrete, tonnes of steel, length of cable and cable rack to be installed, number of terminations, etc.
- The schedule content needs to be specifically designed to suit the type of work to be executed and to effectively indicate actual progress against planned progress.
- Schedule submissions must be through Project Document Control and must be in Primavera P6 native file format (or similar). This submission must also include a hard copy and a PDF soft copy that will be used for review and signature.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **PS4.2 General Allowance**

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- Expected weather conditions and their effects,
- Known physical conditions or artificial obstruction,
- Searching for, dealing with and carrying out alterations to the existing services, the accommodation and safeguarding of public access and traffic,
- The restrictions on the length of trench open at any time as specified in PSDB5-2,
- Work to be executed by the Employer or his Agent,
- Provision of water for all testing purposes.

## **PS4.3 Information to be made available**

The Engineer will provide the Contractor with a list of specifications regarding the relevant part of the Works.

### ***PS4.3.1 Labour Intensive Construction***

All the relevant tasks/works as marked in the Bill of Quantities as “LI” shall be constructed utilizing labour intensive construction methods.

## **PS4.4 Phasing of the Works**

The works will be scheduled, as far, as is practically possible, so that the Contractor can work uninterrupted for the duration of the contract order.

## **PS4.5 Interruption in Work Schedule**

If information or particulars as mentioned in Clause PS4.3 are not available from the Employer regarding the works for any period of time, the Contractor will be ordered in writing to discontinue work. No adjustment will be made in any of the rates in the Pricing Schedules.

## **PS4.6 Review of Progress**

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 2 weeks, the Contractor shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Engineer such revised programme will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganise his work in a manner, which will ensure acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **PS 5 SITE FACILITIES AVAILABLE**

### **PS 5.1 Contractor's Camp**

An area will be made available by the Employer for the Contractor's camp and depot, where materials can be stored and from which the administration of the contract will be undertaken by the Contractor.

### **PS 5.2 Source of Water Supply**

The Contractor will be allowed to use water from the existing reticulation network in which case, the Contractor shall make their own arrangements, and pay all installation and consumption charges (provision of fuel for motorised borehole pumps), for the supply of water required.

Where needed for testing of pipelines or any other construction activity, water may be collected by the Contractor at any public boreholes with prior approval by the Project Steering Committee and transported to the test site.

The flow of water in the existing reticulation might not be sufficient for the Contractor's needs at all times. The Employer does not guarantee the continuous and sufficient supply of water and no claims by the Contractor with regard to a shortage of water will be considered.

### **PS 5.3 Source of Power Supply**

The Contractor will have access to power on the designated site. He will be responsible for all running costs including connection fees and consumption charges including the use for security lighting and the Engineer's requirements.

## **PS 6 Site Facilities Required**

### **PS 6.1 Facilities for Contractor**

The Contractor shall provide and maintain from the date of commencement of the contract to the completion date, his own site camp comprising offices and stores of a temporary nature providing adequate storage for tools, plant and materials. Amongst others at least one suitable building shall be provided especially for temporary storage of pipe-fittings, valves, etc.

Sheds for the storage of material that may deteriorate or corrode if exposed to the weather shall be weather-proof, adequately ventilated and provided with raised floors.

Sanitary services shall be provided within the area of the site camp complying with the regulations of the local authority. Where temporary toilets are provided, only chemical toilets will be allowed.

A security fence with a guard- controlled access gate shall surround the entire site camp.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall be responsible for the maintenance of the site in a clean and tidy condition and he shall ensure that the entire area of the site is free of erosion, pollution and/or any unwanted materials. All of these items shall be collected and disposed of in accordance with the waste management plan. The Contractor shall also keep all watercourses and adjoining properties free from pollution and erosion.

On completion of the contract, the Contractor shall remove all temporary buildings, structures, concrete floors, rubbish and unwanted materials from the site, which shall be restored to a clean and tidy condition to The Engineer's and local authority's approval. The Final Certificate may be withheld if the Contractor does not comply with these requirements.

## **PS6.2 Facilities for Engineer**

The following must be provided by the contractor for use by The Engineer:

- Two name boards as contemplated and specified under SANS 1200 A are to be provided and erected. The contractor
- The Engineer will require 1 office (approximately 10m x 2.5m internally) which will include functioning air conditioners, adequate lighting, desks and adequate furniture including a large table for laying down of AO plans and an AO drawing filing rack.
  - Furnishing of the office buildings shall include an air-conditioning unit approved by The Engineer as part of each office. The unit shall be a compressor type with closed circuit and not an evaporation type. The capacity of the unit shall be at least 3 kW. The Contractor shall provide the necessary power for operating the unit.
- Carports:
  - The carports shall be so constructed that the vehicle parked under it will at all times be protected against the direct rays of the sun. Provision should be made for 3 carports and the floor shall consist of a layer of crushed stone to alleviate dusty and muddy conditions.

## **PS7 FEATURES REQUIRING SPECIAL ATTENTION**

### **PS7.1 Occupational Health and Safety Act**

The Contractor shall ensure that all plant and equipment brought on to site is, at all times, free from risk to health and safety.

The Contractor shall permit the Employer to inspect any of the Contractor's plant and equipment as the Employer may desire.

### **PS7.2 Continuation of Operation of Existing Services**

All services shall be maintained in operation, unless prior arrangements have been made with the Employer and the Engineer has granted written permission for an interruption of the service and adequate notice has been given to the affected residents.

All connections to the existing water system shall be undertaken in a manner and at times to be approved by the Engineer and the Employer.

The Contractor shall programme their work so that the existing water supply to the existing reticulation networks will not be interrupted for periods longer than 8 hours. If this interruption period is exceeded the Contractor shall, at their own expense and within 4 hours following the allowed interruption period, construct temporary connections in order to give full water supply to the existing reticulation.

### **PS7.3 Sanitary Conditions**

Unhygienic habits and other behaviour that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

### **PS7.4 Control of Water**

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any subsurface water that may affect Works. No separate payment shall be made in this regard, as all costs related thereto should be deemed to be included in the rates Bidded

### **PS7.5 Requirements for Accommodation of Traffic**

#### ***PS7.5.1 General***

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Accommodation of traffic, where applicable shall comply with SANS 1921: - 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if traffic has to be accommodated on any part of the construction works.

#### ***PS7.5.2 Basic Requirements***

The traveling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed control devices are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for The Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

of this document and the South African Road Traffic Signs Manual. The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff to act as traffic safety officer responsible for the management of the traffic. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2003.

## **PS 7.6 Statutory Regulations**

### ***PS-7.6.1 Occupational Health and Safety***

(Read with SANS 1921 - 1: 2004 clause 4.14)

#### **General Statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued by the Department of Labour.

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

#### **Health and Safety Specifications and Plans to be submitted at tender stage**

##### **a) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification are included in the tender documents as Addendum 10 and form part of this contract.

#### **Cost of compliance with the OHSA Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the latest Construction Regulations and the Employer's Health and Safety Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### ***PS-7.6.2 Environment Protection Regulations***

- **Protection of Vegetation**  
The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged under any circumstances.
- **Transplantation of Rare and Endangered Plant Species**  
Prior to vegetation clearing any rare or endangered plant species that have been identified by the Environmental Officer of Engineer must be removed and transplanted as instructed by these persons.
- **Protection of Fauna**  
Under no circumstances shall any animal be handled, removed, killed or interfered with by the Contractor, his employees, his sub-contractors or his sub-contractor's employees.
- **Archaeological Artefacts**  
The Contractor shall demarcate and protect archaeological sites identified.
- **Scenic Quality**  
The Contractor shall not establish or undertake any activities that, in the opinion of the Engineer are likely to affect the scenic quality of the area.
- **Fires**  
No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.
- **Topsoil**  
The topsoil is regarded as the top 150mm of the soil profile irrespective of the fertility and composition of the soil.  
Stripped topsoil shall be stockpiled on sites approved by the Engineer. Topsoil stripped from different soil zones shall be stockpiled separately and clearly identified as such.  
Topsoil shall be placed to a minimum of 150mm over all areas where it has been stripped and over disused borrow pits after construction in those areas has ceased.
- **Re-vegetation**  
Areas where topsoil has been redistributed shall be hydro-seeded with a seed mixture approved by the Engineer.
- **Erosion Prevention**  
The Contractor shall take measures, to the approval of the Engineer to ensure that there is no undue stormwater damage and soil erosion resulting from the construction activities inside and outside of the construction camp and Works area.  
Overflow and/or scour channels shall be lined with stone pitching along their length and at their points of discharge to prevent soil erosion.
- **Refuse Disposal and Site Clearance**  
The Contractor shall dispose of all refuse generated by him or his sub-contractor on a weekly basis at an approved by Engineer refuse disposal site.  
On completion of the Works the Contractor shall clear away and remove from the works area all constructional plant, surplus rock and other material, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement and re-vegetation.
- **Compliance with Environmental Protection Specifications**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All persons employed by the Contractor or sub-contractor shall abide by the requirements of these Specifications as they apply to the Works.

Any employees of the Contractor or sub-contractor found to be in breach of any Environmental Protection Specifications may be ordered by the Engineer to leave the site forthwith. No extension of time will be granted for any subsequent delay or impediment to the Contractor.

- **Measurement and Payment**

The reinstatement of borrow pits, pipe trenches and work areas shall be included in the Contractor's rates for earthworks and excavations. Erosion protection such as construction of berms for stormwater drainage shall be included in the rates for pipe trenches and excavations of earthworks.

## **PS 8 COMMUNITY BASED CONSTRUCTION AND EMERGING SUB-CONTRACTORS**

### **PS8.1 Specified use of Local Labour and Emerging Contractors**

Tenderers are to take note of the fact that the bulk of the Works is to be executed via "labour intensive construction" (LIC) methods. The execution of the LIC work will be done using a combination of the following methods:

- Established contractor to employ people from the village(s) where the work is to be done.
- Nominated emerging sub-contractors who are to be employed and trained by the established contractor.
- Established and emerging contractors who have entered into a joint venture agreement with one another.

Tenderers are to indicate the proposed proportionate distribution of work (including material cost) supplied and installed by locals in the Evaluation schedule 3: Approach Paper. The Contractor shall report his expense towards these criteria to the Engineer on monthly basis.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **PART B: VARIATIONS TO SPECIFICATIONS LISTED IN THE LIST OF APPLICABLE SPECIFICATIONS AND ADDITIONAL CLAUSES**

### **PSA GENERAL (SANS 1200A)**

#### **PSA2 Interpretations**

##### ***PSA2-1 Applicable edition of standards***

Add at the beginning of Subclause 2.2:

“Unless a specific edition is specified (see the List of Applicable Specifications),.....”

##### ***PSA2-2 Abbreviations (Subclause 2.4)***

Add to Subclause 2.4(b)

MAMDD: Modified AASHTO maximum dry density”.

The terms “GPO”, P&T”, Department of Post and Telecommunications” and Telkom” shall mean “Telkom SA Limited” or

“The applicable cellular services provider” whichever is applicable.

##### **PSA2-3 Items in Schedule of Quantities (Subclause 2.8.1)**

In the forth line of Subclause 2.8.1, after the word “specification”. Add:

“or in the measurement and payment clause of the standard specifications or project specification”.

#### **PSA3 Materials**

##### ***PSA3-1 Quality (Subclause 3.1)***

Add to Subclause 3.1:

“All materials shall be the best of their respective kinds, undamaged, sound and free from defects and shall comply with the relevant clauses Specifications.

All references to Standard Specifications are to the latest amendment to such specification.

#### **PSA4 Plant**

##### ***PSA4-1 Medical Facilities and Safety Equipment***

The suitable first aid services in terms of Subclause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational health and Safety Act, 1993 (Act 85 of 1993).

### ***PSA4-2 Latrine Facilities***

The Contractor shall provide, maintain, move to positions as required and finally remove proper sanitary accommodation at each working site. After removal of the sanitary accommodation the Contractor shall properly close and seal all pits and reinstate vegetation.

The sanitary accommodation provided shall be adequately ventilated, properly disinfected and kept in a thoroughly clean condition at all times.

The Contractor shall make arrangements for the removal of pails in the case of pail closets or a chemical closet.

The costs associated with the provision of sanitary accommodation will be deemed to have been included in the tendered rates for the various construction items or operation.

## **PSA5 Construction**

### ***PSA5-1 Setting Out of the Works (Subclause 5.1.1)***

The contractor shall prior to order pipe fittings, set out the works strictly according to the Engineer's instruction on site. The positions of each standpipe, valve, pipe branching, change in pipe sizes and change of direction of pipeline shall be clearly and securely marked with an earth peg surrounded by 300mm diameter lime painting.

The Contractor shall protect and maintain all pegs and markings throughout the Contract.

The Contractor shall record the setting out of the works in an approved format and order all required pipefittings accordingly.

One vehicle similar to the one described in PSAB4-1 shall, on request by the Engineer, be made available for the use of the Engineer during setting out of the works.

### ***PSA5-2 Existing Services (Subclause 5.4)***

#### **PSA5-2.1 Action by Contractor (Subclause 5.4)**

Overhead electricity and telecommunication cables exist in the project area but are not shown on the drawings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Water services are known to exist on the site. Their proximate positions are shown on the drawings, but although they are based on the best information available, their accuracy cannot be guaranteed. It is likely that other water services that are not shown on the drawings also exist.

All services shall be treated as live until proven otherwise.

Before commencement of any excavation the Contractor shall confirm the name and telephone number of the relevant officials directly concerned with the known or suspected services, shall acquaint himself with the position of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise with the relevant authorities or controlling bodies for the necessary temporary closure of any services during construction.

Before commencing any excavation for trenches in a specific area, the Contractor shall locate all existing services with the cooperation of the relevant authority in the presence of the Engineer or his representative, and as directed by the Engineer, carefully excavate by hand, expose and survey such services. If the information regarding any existing service as given in the drawings is either missing, incomplete or erroneous, the Contractor shall, as soon as the service has been located, submit details of the exact location, depth and type of service in writing to the Engineer. Once exposed the service will be protected by the Contractor.

All pipes, whether its position was known or unknown, broken by the Contractor shall be repaired by the Contractor at his own cost within two hours after breaking it.

## **PSA8 Measurement and Payment**

### ***PSA8-1 Method of Measurement, all Sections (Subclause 8.1.1.)***

In the second line of subclause 8.1.1, after the words "standardised specification or in" add:

"the measurement and payment clause of the standardized specification or".

### ***PSA8-2 Daywork (Subclause 8.7)***

Provincial items for Daywork are scheduled as follows:

- a) Labour at hourly rates for skilled, semi-skilled and unskilled labourers.
- b) Material as a Provisional Sum with a percentage allows on the net cost.
- c) The Contractor's own plant at hourly rates for various types.

Tendered unit rates or unit rates for the Contractor's own plant used for Daywork shall cover the full costs of the use of such plant and shall therefore, in addition cover the cost of plant operators, consumable stores, fuel and maintenance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **PSA8-5 Setting Out of the Works**

The tendered sum for the setting out of the works shall cover the cost of all work described in PSA5-1.

## **PSAB ENGINEER'S OFFICE (SANS 1200 AB)**

### ***PSAB 3 Materials***

#### **PSAB3-1 Site Instruction book**

Throughout the construction period the Contractor shall supply a carbon triplicate book with numbered pages as a site instruction book as well as a A4 size site diary book.

These books shall be kept on Site and shall be accessible to both the Contractor and the Engineer at all times. The site instruction book shall be used:

- a) By the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc required by the Contractor, and
- b) By the Engineer for purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

The site diary book will be used by the Engineer or his representative to to record daily activities and events for reference purposes.

### ***PSAB4 Plant***

#### **PSAB4-1 Survey Equipment**

The Contractor shall provide the following survey equipment for use by the Engineer:

- 1 x tacheometer capable of reading to 20 seconds of arc, with tripod,
- 1 x Engineer's automatic level with tripod,
- 2 x tacheometer staffs with staff bubble,
- 2 x ranging rods,
- 1 x builder's spirit level of length 900mm,
- 1 x steel tape of length 30m,
- 1 x pocket tape of length 8m
- 1 x measuring wheel, and
- All steel and wood pegs, concrete, hammers, picks, etc that the Engineer may require.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The Contractor shall provide proof, at the start of the Contract, that the tacheometer and level have recently been serviced by an acceptable institution and shall, throughout the period of construction, service and maintain all survey equipment and shall ensure same and indemnify the Employer and Engineer against all claims for loss, breakage or theft of such equipment.

## **PSC SITE CLEARANCE SANS 1200 C)**

### **PSC5 Construction**

#### ***PSC5-1 Areas to be Cleared and Grubbed (Subclause 5.1)***

Only the approved minimum are required for the execution of the Works including areas on which material shall be stockpiled for later reuse or on which material shall be dumped and spread, shall be cleared and grubbed.

For pipe trenches a sufficiently wide strip equal to the trench width plus the estimated allowance for trench side slopes plus the width of stockpiled backfill and a 600mm width (which shall be managed alongside the trench) plus the width of access to the trench shall be cleared of vegetation. The cleared area along the pipe trenches shall not be wider than 10m.

## **PSC 8 Measurement and Payment**

#### ***PSC8-1 Clear and Grub (Subclause 8.2.1)***

Site clearance for pipe trenches will not be measured where such trenches lie within the carriageway or any road or any other area that, in the opinion of the Engineer, does not require site clearance.

The rate tendered for clearing and grubbing shall cover the cost of disposal of the vegetation and cleared rubble and the removal and disposal of boulders with sizes up to 1,5m<sup>3</sup>.

#### ***PSC8-2 Remove and Dispose of Boulders***

Measurement and payment for removal of boulders with volume larger than 1,5m<sup>3</sup> shall be paid as hard rock excavation.

The rate shall include all labour, machine and preparation work as well as rehabilitation and revegetation needed as a result of the task.

## **PSDB EATHWORKS (PIPE TRENCHES) (SANS 1200 DB)**

### **PSDB3 Materials**

#### ***PSDB3-1 Selection (Subclause 3.7)***

Notwithstanding Subclause 3.7, in terms of which the Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall selectively remove and keep separate the sandy material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

Material which, in terms of Subclause 6.2 of SANS 1200D or Subclause 6.1 of SANS 1200 LB, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as "unsuitable" material and if, so ordered by the Engineer, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use. Should the material which is replaced in the trench become too wet again, due to the fact that the Contractor made insufficient provision for the handling and removal of ground water in accordance with Subclause 5.5 of SANS 1200A, the Contractor shall replace the material at his own cost with material which is, in the opinion of the Engineer, suitable.

When preparing his programme and construction methods, the Contractor shall make allowances for selective excavation and handling and drying out of material which is too wet for immediate use.

#### ***PSDB3-2 Temporary fencing***

Any temporary fencing or other means of protection required in terms of the Occupational Health and Safety Act will be considered to be included in the excavation rates and no additional compensation will be considered.

### **PSDB4 Plant**

#### ***PSDB4-1 Trench Excavation***

Trench excavation in soft soils shall be done by an excavator or TLB with a flywheel power not less than 60kW or, 1kW per mm of bucket.

Trench excavation in intermediate soils shall be done by an excavator with a flywheel power not less than 180kW and weight not less than 35 ton using a rock bucket.

## **PSDB5 Construction**

### ***PSDB5-1 Areas subject to traffic loads (Subclause 3.5(b) and 5.7.2)***

All trenches under road surfaces will be considered to be subject to traffic loads and the backfill material and compaction in these trenches shall comply with requirements of Subclause 3.5(b) and 5.7.2.

### **PSDB5-2 Maximum Length of Open Trench Excavation**

The Contractor shall limit the length of open trenches per construction team, at any time, to a maximum of 1000m or between fence crossings, whichever is the smaller.

### ***PSDB5-3 Depositing Material Excavated from Trench***

Unless otherwise ordered by the Engineer, all excavated material shall be kept within pipe servitude. The toe of the bank of excavated material shall be trimmed well back from the edge of the trench so as to leave a minimum 0,5m clearance between the toe of the bank and the edge of the trench. The Contractor shall keep this strip clear of excavated material at all times.

The Contractor shall take steps to avoid burying or contaminating topsoil that shall be set aside for replacing, as far as practical, on the surface from which it was excavated.

### ***PSDB5-4 Excavation in Hard Rock In and Outside Built-up Area***

The Contractor shall not use explosives within built up areas unless specifically approved in writing by the Engineer. Excavation by machine in accordance with SANS classification shall be undertaken before considering explosives.

The appointment of a qualified blaster is subject to the approval of the Engineer or may be nominated by the Engineer. In both circumstances. The Contractor remains responsible for the closing-off of the blasting area and removal of blasted material. Prior to blasting, the Contractor shall inspect and record the condition of all houses along the blasting area for measurement of any damages that may be caused by the blasting. The Contractor shall also inspect, verify and record all reports on damages and rectify these within the construction period.

The blaster shall provide insurance for any damage or injury caused by flying objects from the blast.

The application of this ruling will not relieve the Contractor of his responsibilities in accordance with Subclause 5.1.1.3 or otherwise in terms of the Contract.

### ***PSDB5-5 Minimum Base Width and Depth (Subclause 5.3)***

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Notwithstanding the provisions of Subclause 5.2 the minimum base width for pipe trenches shall be 600mm for single layed pipes and 1000mm for double layed pipes and the minimum cover over pipe shall be 1000mm.

### ***PSDB5-6 Accommodation of Traffic***

Where a trench crosses a road the Contractor shall on the request of the Engineer so arrange his work that only half of the roadway is closed to traffic at any stage during normal working hours. Outside of normal working hours both lanes of any roadway shall be open to traffic.

During all construction works in the road or next to the road, the Contractor shall put up and operate all necessary signboards o comply with road and traffic regulations.

Should the Contractor wish to provide temporary bypasses for the deviation of traffic, these shall consists of a minimum of 100mm of gravel wearing course on selected fill.

## **PSDB7 Testing**

### ***PSDN7-1 Testing the Compaction of Backfill to trenches to Reinstate Road Surfaces***

The Contractor shall carry out density tests as specified in TMH1, in the positions indicated by the Engineer, to determine the compaction of the backfill material in the trenches and the material used for reinstating the road construction layers. Each piece of bedding is to be tested and inspected. No single test result, which is below the specified density, will be accepted.

In the case of trenches in areas subject to traffic loads, the Contractor shall, notwithstanding the terms of the second sentence of Subclause 7.1, bear the cost of all density tests carried out except as follows:

Where the test results are equal to or exceed the specified density, the Employer will bear the cost of that number of those tests ordered by the Project Manger in excess of one test per 20m<sup>3</sup> of compacted material, based on the total volume of backfill and reinstated road layers, including the replacement of any over-excavation, in areas subject to traffic loads.

The Contractor shall also bear the cost of those density tests, carried out by the Engineer, of which the test results are below the specified density.

## **PSDB8 Measurement and Payment**

### ***PSDB8-1 Site Clearance (Subclause 8.3.1)***

In Subclause 8.3.1(b) replace the phrase:

“girth over 1,0m” with “girth as stated in the Schedule of Quantities”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### ***PSDB8-2 Scheduled Items (Subclause 8.3.2)***

#### ***PSDB8-2.1 Excavate in all Materials for Trenches***

Change “increments of 1,0m” to “increments of 0,5,”.

The rates for excavation of trenches shall cover all costs of:

- i. The work listed in Subclause 8.3.2(a) of SANS 1200 DB,
- ii. Any additional excavation for all pipe pieces, pipe fittings, valves, valve boxes etc,
- iii. Barricading and lighting,
- iv. Restrictions on the methods of excavation on account of restricted working space adjacent to houses, fences and other structures,
- v. Selection as specified in PSD3-1,
- vi. Density testing in accordance with PSDB7-1, and
- vii. Removing vegetation and topsoil of 150mm nominal depth and replace after backfill or spoil.

Excavation in intermediate and hard rock will be measured for payment “extra-over” the rates for excavation.

#### ***PSDB8-2.2 Extra-over for excavation by hand***

Add new Subclause 8.3.2(d):

“Extra-over machine excavation for excavation by hand Unit: m<sup>3</sup>”.

Where ordered by the Engineer hand excavation will be measured by the in-situ volume of material excavated.

#### ***PSDB8-2.3 Extra-over for Excavation in Hard Material Using Blasting***

Payment for blasting of hard rock shall include all preparations for blasting, closing-off of blasting area, pre-and post-blasting inspections of households to record condition and any damages that may occur as a result of the blasting, as well as the removal of blasted material and levelling for pipe laying.

Payment will be paid per meter for pipe trenches and per cubic meter for specified sites.

### ***PSDB8-3 Existing Services that Intersect or Adjoin a Pipe Trench (Subclause 8.3.5)***

No additional payment will be made for protecting, maintaining or repairs to existing overhead services and the cost thereof will be covered in the normal rate for excavation.

Existing services parallel to and further than 1,5m from any trench (measured centre to centre) will not be regarded as “existing services that adjoin a pipe trench” for payment purposes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **PSL MEDIUM PRESSURE PIPELINES (SANS1200L)**

### **PSL3 Materials**

#### ***PSL3-1 Watermains.***

##### ***PDL3-1.1 General***

Unless otherwise shown on the drawings uPVC pipes shall comply with the requirements of SANS 966-1.

#### ***PSL3-3 Specials***

Standard specials such as tees, flange adaptors, reducers, repair couplings, end caps etc for uPVC pipelines shall be fabricated from spheroidal graphite iron or cast iron. Unless otherwise shown on the drawings, all bends shall be uPVC.

#### ***PSL3-4 Flanges***

Flanges shall comply with SANS 1123 and have a nominal pressure of 2500kPa. Unless otherwise stated holes shall be drilled to Table 25 for weld-on and threaded flanges. All flanged faces shall have a gramophone finish.

All flanges shall have on their periphery hard-stamped the grade and thickness of steel, the serial number of the item, the nominal diameter of the pipe and drilling table.

An item of pipework or special or valve of which the flanges are incorrectly drilled, will be rejected. The reaming of bolt-holes to oversized dimensions to enable a particular item to fit will not be allowed.

Only ring gaskets will be allowed. No full-face gaskets (with holes for bolts) will be allowed.

All flanges shall be provided complete with bolts, nuts, washers and ring gaskets or fibre insertions, as appropriate. Compressed fibre insertions shall be not less than 3,0mm thick and shall comply with BS 2815 Grade B. Bolts shall protrude not more than 4 screw threads and not less than 2 and shall be coated with "Genstick L".

Where new installations connect to existing installations the Contractor shall ascertain what the existing flange drillings are prior to ordering of new fittings. And install

#### ***PSL3-13 Protection During Handling, Storage, etc.***

The Contractor shall satisfy the Engineer that the manufacturer's recommendations for good practice for transporting, handling, stacking, storing and installing pipes, pipe fittings, sealing rubbers etc are being diligently followed. The Engineer shall be given an opportunity to inspect all materials immediately prior to installation and shall have the right to reject any materials which, in his opinion, have suffered damage which may impair the long term duration or strength of said items.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **PSL5 Construction**

### ***PSL5-1 Cleaning of Potable Water Pipelines (Subclause 5.1.3)***

In addition to Subclause 5.1.3, the Contractor shall prevent the potable water system from being contaminated and shall undertake the necessary disinfection where needed.

### ***PSL5-2 Connection onto Existing Main***

Where shown on the drawing or ordered, the Contractor shall cut into the existing watermain and connect the new main.

The Contractor shall be responsible, through the Engineer, for liaison with the local authority to arrange for turning off the water in order to carry out the connection.

The Contractor may cut into the existing watermain only after he has received a written instruction from the Engineer to do so.

## **PSL7 Testing**

### ***PSL7-1 Test Pressure and Time of Test***

In the case of uPVC pipes the test pressure for field testing shall be 1,5 times the maximum allowable working pressure applicable to the class of pipe specified and shall continue for one or two hours and indicated by the Engineer.

In the case of mild steel and ductile iron pipes the test pressure for field testing shall be 1,25 times the maximum allowable working pressure applicable to the class of pipe specified and shall continue for two hours unless otherwise specified by the Engineer.

### ***PSL7-2 Pressure Testing of Existing Water Reticulation***

The Contractor shall isolate the existing reticulation network or part thereof as directed by the Engineer and pressure test it, in accordance with the applicable requirements of Subclause 7.3.1 of SANS 1200 L.

## **PSL8 Measurement and Payment**

### ***PSL8-1 Supply, Lay and Bed Pipes Complete with Couplings (Subclause 8.2.1)***

The rates for supply, laying, and bedding pipes shall also cover the cost of cleaning and disinfecting the pipeline as specified in Subclause 5.10(a) and PSL5-1 including the provision and removal of temporary fittings where required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The rate for supplying, laying and bedding pipes shall also cover the cost of testing in short sections according to PSL7-1.

The rate for supplying and bedding of pipelines shall include the cost of corrosion protection as specified.

### ***PSL8-2 Corrosion Protection***

Notwithstanding Subclause 8.2.7 and 8.2.15, the rates for pipes, valves, specials and couplings shall also cover the cost of wrapping and all other corrosion protection as specified.

### ***PSL8-3 Water Meters and Valves***

Water meters and valves shall be measured by number. The rate shall cover the supply and installation of the water meters or valves including all reducers, adaptors, couplings and other fittings required to complete the installation on the specified pipeline.

### ***PSL8-4 Pressure Testing of Existing Water Reticulation Network***

The initial test will be measured and paid as a sum. The sum shall cover all the costs by the Contractor of isolating the existing reticulation or part thereof and preparing for and performing the initial test as specified in PSL7-3.

Any subsequent tests will be measured by the number of additional test ordered by the Engineer. The rate shall cover any costs for performing the additional test.

Repairs on the existing system will be measured and paid at tendered rates for repair of broken water pipes.

### ***PSL8-5 Connect into Existing Main***

Connections to existing pipework will be measured and paid by a lump sum for each as detailed on the drawings.

The rate shall cover the cost of locating, exposing and backfilling the watermain, liaising with the local authority, cutting into the pipe, dealing with water, cutting pipes to fit, including turning if necessary and dealing with water to complete the connection and, if required, the temporary sealing and anchoring of pipe ends for testing purposes and subsequent removal of seals and anchors. The specials required to make the connection will be measured separately

### ***PSL8-6 Repair Broken Pipes***

Measurement shall be by the number of repairs to existing water pipes, of unknown location, broken by the Contractor during construction of the Works and repairs to defects in the existing reticulation which defects are identified during pressure testing.

The rate shall cover the cost of all temporary and new fittings, labour and supervision to repair the broken pipe and all excavation and specified backfill and compaction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Payment for the repairs of pipes, broken by the Contractor, will be made only if that service was neither shown on the drawings nor pointed out by the Engineer, local authority or any other person.

### ***PSLB8-7 Remove Existing Yard Connection***

The rate tendered for removing the existing yard connection shall cover the cost of locating and disconnecting the yard connection from the existing main and repairing the existing main.

## **PSLB BEDDING (PIPES (SANS 1200 LB)**

### **PSLB3 Materials**

#### **PSLB3-1 Selected Granular Material and Selected Fill Material (Subclause 3.1 and 3.2)**

Notwithstanding the provisions of Subclause 3.2, selected granular material shall all pass a 10mm sieve and selected fill material shall all pass a 50 mm sieve.

### **PSLB5 Construction**

#### ***PSLB5-1 Class of Bedding***

##### **PSLB5-1.1 Bedding for Flexible Water Pipes**

Flexible water pipes shall include uPVC and PE pipe types and shall be laid on bedding for "Flexible Pipes" (Class F bedding) as specified on drawing 059-2018-BWL-STD-001.

##### **PSLB5-1.2 Bedding for Rigid Water Pipes**

Rigid water pipes shall include ductile iron and steel pipe types and shall be laid on Class D bedding on soft soil trench bottoms and Class C bedding where trench bottoms have exposed hard rock, as specified on Drawing 059-2018-BWL-STD-001.

### **PSLB8 Measurement and Payment**

#### **PSLB8-1 Volume of Bedding Materials (Sub Clause 8.1.3)**

uPVC pipes will be regarded as flexible and shall be bedded as per LB-2 of SANS 1200 LB and will be described as bedding Class F "Flexible Pipe" supported on Selected Granular Material for the purposes of this document.

#### **PSLB8-2 Bedding Material (Subclauses 8.2.1 and 8.2.2)**

Bedding material obtained from trenches excavation or other excavations on site will not be paid for separately. The rate for laying pipes shall be deemed to include all costs relating to the selection, stockpiling, transport, placing, compacting, etc of bedding material from sources on site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## VHEMBE DISTRICT MUNICIPALITY

### VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)

#### **C3.3 OHS Specifications for Construction Projects**

##### **C3.3.1. SPECIFICATIONS**

### **1. PREAMBLE**

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT**

These specifications should be read in conjunction with the Act, the Construction Regulations 2014, and all other regulations and safety standards which are in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, regulations and safety standards which are promulgated under, or incorporated into the Act.

Vembe Municipality is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments and is further obligated to monitor that these measures are structured and applied according to the requirements of these health and safety specifications. Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

## **3. PURPOSE**

The purpose of this specification document is to provide the relevant Principal Contractor with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for Vembe Municipality . The Principal Contractor is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- Safety considerations affecting the site of the project and its environment;
- Health and safety aspects of the associated structures and equipment;
- Submissions on health and safety matters required from the Principal Contractor; and
- The Principal Contractor's health and safety plan.

#### 4. DEFINITIONS

**“Purpose of the Act”** – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

**“Health and Safety Specification”** – means a document that includes information required under the construction regulation and obtained from the clients and designers during the early planning and design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

**“Health and Safety Plan”** – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce and control the hazards identified in a project.;

**“Agent”** – means any person who acts as a representative for a client;

**“Vembe Municipality ”** – means Vembe District Municipality ;

**“Construction Health and Safety Agent (SACPCMP)”** – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the client’s behalf in terms of the construction regulations;

**“Construction Work”** is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**“Contractor”** – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

**“Accident”** – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witne

**“Hazard”** – means anything including work activities and practices with the potential to cause harm;

**“Risk”** – means the likelihood that harm will occur and the subsequent consequences.

**“Risk assessment”** – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

**Health and Safety File”** – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

## 5. RESPONSIBILITIES

### 5.1 Vembe Municipality

- a) Vembe Municipality or its appointed Agent on its behalf will appoint each Principal Contractor for this project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) Vembe Municipality or its appointed Agent on its behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of both Principal Contractor and Contractor for approval.
- c) Vembe Municipality or its appointed Agent on its behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) Vembe Municipality or its appointed Agent on its behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
  - have failed to have complied with any of the administrative measures required by the Construction Regulations 2014 in preparation for the construction project or any physical preparations necessary in terms of the Act;
  - have failed to implement or maintain their health and safety plan;
  - have executed construction work which is not in accordance with their health and safety plan; or
  - act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

## **5.2 Principal Contractor**

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work ensure that they receive a copy of the construction work permit from Vembe Municipality or its appointed Agent. A copy of the construction work permit shall be made available in the Health and Safety file
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to Vembe Municipality or its appointed Agent a suitable and sufficiently documented health and safety plan based on this specification, the Act and the Construction Regulations 2014, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (See Annexure A: Bill of Quantities for Health and Safety)
- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to Vembe Municipality , an Inspector, employee or sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this specification, the Act and the

Construction Regulations 2014, is opened and kept on site and made available to Vembe Municipality or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to Vembe Municipality .

- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the health and safety plan and revise the same as required, following which revised plan shall be submitted to Vembe Municipality for approval.

### **5.3 Contractor**

The Contractor must demonstrate to the Principal Contractor that he has the necessary competencies and resources to perform the construction work safely.

## **6. GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS**

### **6.1 Health and Safety Plan**

The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed A health and safety plan must be developed, implemented, maintained and kept up to date during the construction project.

The Principal Contractor should prepare a health and safety plan that includes

- Project information;
- Vembe Municipality requirements for health and safety management on the project; as specified in this health and safety specification

The health and safety plan should include the following information:

- Details of the Client, that is the person commissioning the construction work, for example their name, representative and contact detail, details of the Principal Contractor;
- Details of the construction project, the address of the workplace, anticipated start and end date and a brief description of the type of construction work that the health and safety plan will cover;
- Details on how subcontractors will be managed and monitored, including how the Principal Contractor intends to implement and ensure compliance with the health and safety plan such as checking on the performance of subcontractors and how non-compliance will be handled; and

- Details on how the risks associated with traffic volumes, construction vehicles and mobile plant and all high-risk construction work that will take place on the construction project will be managed.

The health and safety plan should also include information on:

- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
- the safe use and storage of plant;
- workplace security and public safety; and
- ensuring workers have appropriate competences and training to undertake the construction work.

The health and safety plan must contain:

- A general description of the type of work activities involved in the project and not just a description of the infrastructures to be constructed;
- The project program or schedule details, including start and finish dates, showing principal activities;
- Details of Client, Design Team, Principal Contractor, Subcontractors, and major suppliers; and
- Extent and location of relevant existing records, surveys, site investigation, etc

## **6.2 Health and Safety File**

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

The health and safety file will remain the property of Vembe Municipality on its behalf throughout the period of the project and shall be consolidated and handed over to Vembe Municipality on its behalf at the time of completion of the project.

## **6.3 Construction Work Permit**

Vembe Municipality shall ensure that the Construction Work Permit (CWP) is available prior to any Principal Contractor commencing any form of construction work on site. Vembe Municipality will provide a copy of the CWP to keep in the health and safety file. All construction health and safety aspects as they relate to the overall requirements will be

managed through the Vembe Municipality Project Manager. The Project Manager will ensure that all the statutory requirements are adhered to by the Principal Contractors and their Contractors at all times.

## **6.4 Structure and Responsibilities**

### **6.4.1 Overall supervision and responsibility for occupational health and safety**

- The Principal Contractor [appointed in terms of Construction Regulation 5(1)(k)] is responsible to implement and maintain the health and safety plan approved by the Client.
- The Chief Executive Officer (in terms of Section 16(1) of the Act) of the Principal Contractor is to ensure that the Employer (as defined in the Act) complies with the Act.
- The Principal Contractor's Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the Act. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the Act.
- The Construction Manager, Assistant Construction Manager, Construction Supervisor and Assistant Construction Supervisor(S) appointed in terms of Construction Regulation 8 are responsible for supervising the construction work and in specific to ensure that all work undertaken comply with the requirements of the Act, its Regulations and these health and safety specifications.

### **6.4.2 Operational responsibilities for Occupational Health and Safety**

The Principal Contractor shall appoint designated competent employees and/or other competent persons as outlined in the following list to assist with the operational responsibilities for occupational health and safety. This list is only the minimum requirement and is therefore in no way exhaustive.

| <b>Appointment</b>                   | <b>Legal Reference</b>       |
|--------------------------------------|------------------------------|
| Assistant to Chief Executive Officer | Section 16.2                 |
| Construction Manager                 | Construction Regulation 8(1) |
| Assistant Construction Manager       | Construction Regulation 8(2) |
| Construction Supervisor              | Construction Regulation 8(7) |

|                                                             |                                               |
|-------------------------------------------------------------|-----------------------------------------------|
| Assistant Construction Supervisor                           | Construction Regulation 8(8)                  |
| Construction Health and Safety Officer                      | Construction Regulation 8(5)                  |
| Construction Vehicle, Mobile Plant and Machinery Supervisor | Construction Regulation 23                    |
| Drivers of Construction Vehicles and Operators of Plant     | Construction Regulation 23                    |
| Electrical Installation and Appliances Inspector            | Construction Regulation 24                    |
| Emergency, Security and Fire Coordinator                    | Construction Regulation 29                    |
| Excavation Supervisor                                       | Construction Regulation 13                    |
| First-aiders                                                | General Safety Regulation 3                   |
| Firefighting equipment inspector                            | Construction Regulation 29                    |
| Hazardous Chemical Substances Supervisor                    | Hazardous Chemicals Substances Regulations 10 |
| Incident Investigator                                       | General Administrative Regulation 9           |
| Ladder Inspector                                            | General Safety Regulation 13(a)               |
| Lifting Machines and Equipment Inspector                    | Construction Regulation 22                    |
| Occupational Health and Safety Committee                    | OHSACT Section 19                             |
| Occupational Health and Safety Representatives              | OHSACT Section 17                             |
| Person Responsible for Machinery                            | General Machinery Regulation 2                |
| Risk Assessor                                               | Construction Regulation 9(1)                  |
| Stacking and Storage Supervisor                             | Construction Regulation 28                    |

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

Copies of appointments must be submitted to Vembe Municipality together with concise CVs of the appointees as part of the Principal Contractor's health and safety plan, and if appointed, copies of the appointments included in the health and safety file. All appointments must be approved by Vembe Municipality and any changes of appointees or appointments must be communicated to Vembe Municipality and agreed upon before being implemented.

The Principal Contractor must, furthermore provide Vembe Municipality with a list of all contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

#### **6.4.3 Construction Health and Safety Officer**

This project requires the appointment of a full-time Construction Health and Safety Officer, appointed in terms of Construction Regulation 8(5). This appointee should be duly registered and in good standing with a statutory body approved by the Chief Inspector as is required by Construction Regulation 8(6).

The South African Council for Project and Construction Management Professions (SACPCMP) is currently the statutory body responsible for the professional registration of construction health and safety officers and a copy of the appointee's SACPCMP's registration certificate should be submitted as part of the Principal Contractor's health and safety plan and be readily available in the health and safety file to be kept and maintained on site.

#### **6.4.4 Designation of Occupational Health and Safety Representatives**

Where the Principal Contractor employs more than 20 persons [including the employees of other contractors (sub-contractors) and its supervisors] he has to appoint one occupational health and safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the occupational health and safety representatives be executed in consultation with employee representatives or employees. (Section 17 of the Act as well as General Administrative Regulation 6 and 7 refer).

Occupational health and safety representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

#### **6.4.5 Duties and functions of the Occupational Health and Safety Representatives**

The Principal Contractor must ensure that the designated occupational health and safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the Principal Contractor.

Occupational health and safety representatives must be included in accident and/or incident investigations.

Occupational health and safety representatives must attend all occupational health and safety committee meetings.

#### **6.4.6 Appointment of Occupational Health and Safety Committee**

The Principal Contractor must establish an occupational health and safety committee consisting of all the designated occupational health and safety representatives together with a number of management representatives that are not allowed to exceed the number of occupational health and safety representatives on the committee and a representative of Vembe Municipality who shall act as the chairperson without voting rights. The members of the occupational health and safety committee must be appointed in writing and copies of the appointments included in the occupational health and safety file.

The occupational health and safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

- Opening and welcome.
- Members present, apologies and absent.
- Minutes of previous meeting.
- Matters arising from the previous meeting.
- Occupational health and safety representatives' reports.
- Incident and/or accident reports and investigations.
- Incident, accident and/or injury statistics.
- Other matters.

- Endorsement of registers and other statutory documents by a duly authorised representative of the principal contractor.
- Close and next meeting.

### ***6.5 Compensation of Occupational Injuries and Diseases Act 130 of 1993***

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer, to the client or his appointed representative, as proof of registration. Contractors shall submit proof of registration to the Principal Contractor before they commence work on site

### ***6.6 Occupational Health and Safety Policy***

The Principal Contractor and all other Contractors shall submit to Vembe Municipality and to the Architect, a copy of their organisation's health and safety policy signed by their Chief Executive Officer. Each policy must include a description of the organisation and state the health and safety objectives and how they will be achieved and implemented by the organisation. Copies of these policies shall be attached to the health and safety plan

### ***6.7 Health and Safety Organogram***

The Principal Contractor and all Contractors shall submit an organogram, outlining the health and safety site management structure including the relevant appointments/competent persons and shareholders. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site management structure. A copy shall be attached to the health and safety plan.

### ***6.8 Hazard Identifications and Risk Assessment***

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by Vembe Municipality or its appointed Agent

The risk assessment must include;

- A list of hazards identified as well as potentially hazardous tasks;
- A documented site-specific risk assessment based on the list of tasks and associated hazards;
- Method statements and a set of safe working procedures to eliminate, reduce and/or control the risks assessed;
- A monitoring and review procedure of the risks assessment as the risks change

The Principal Contractor shall ensure that all employees and or Contractors are competent to perform the work and informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this shall be kept on the health and safety file.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented). Appropriate signage regarding the dangers attached to the work and hazards identified must be posted at strategic places for everyone to see and be included in the method statement to be provided in the health and safety plan.

## ***6.9 Health and Safety Training/Induction***

### **6.9.1 Induction**

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file. All visitors to the site shall also receive risk-specific health and safety induction training and a record of such shall be kept. All employees to be informed, instructed and trained by a competent person regarding the hazards and work procedures as prescribed.

### **6.9.2 Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talk take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health and safety file. All Contractors have to comply with this minimum requirement. The contractor shall inform all residence and or members of the public, who may be affected by the activities and who will most likely be exposed to the hazards identified of all precautionary measures to be taken.

### **6.9.3 Competency**

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control or carry out. This will have to be assessed on regular basis e.g., periodic audits by Vembe Municipality , progress meetings, etc. The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

### **6.10 Medical Certificates of Fitness**

The Principal Contractor must ensure that all his or her employees have valid medical certificates of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of the Construction Regulations 2014.

### **6.11 Public and Site Visitor Health and Safety**

Both Vembe Municipality and the Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and site visitors from being adversely affected by the construction activities.

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. A record of these inductions or briefings shall be kept in the project health and safety file in accordance with the Construction Regulations. Appropriate health and safety notices and signs shall be posted up, but this shall not be the only measure taken. The construction site shall be suitably and

sufficiently fenced off or barricaded and or provided with controlled access points to prevent the entry of unauthorized persons.

### **6.12 General Record Keeping**

The Principal Contractor and all Contractors shall keep and maintain health and safety records to demonstrate compliance with this specification, with the OHS Act 85/1993, Construction Regulations 2014 and any other legislation applicable on site. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in a health and safety file held in the site office. The Principal Contractor must ensure that every Contractor opens its own health and safety file, maintains the file and makes it available on request. The Principal Contractor shall maintain an up to date register of each Contractor engaged in construction work on site giving the Contractors' name and the Responsible Persons' contact details and the number of employees on site. As these details may be subject to frequent change, the register must be updated at least weekly. The register is to be available for inspection

### **6.13 Health and Safety Audits, Monitoring and Reporting**

Vembe Municipality will conduct at least once monthly, a health and safety audit of the work operations including a full audit of physical site activities as well as an audit of the administration of health and safety. The Principal Contractor is obligated to conduct similar audits on all contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the project health and safety file while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to Vembe Municipality . Contractors shall audit their sub-contractors and keep records of these audits in their health and safety files, available on request. These audits must be conducted by a competent person.

### **6.14 Accident / Incident Reporting and Investigation**

Injuries are to be categorized into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health and safety plan how it will handle each of these categories. When reporting injuries to Vembe Municipality , these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being

forwarded to Vembe Municipality forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to Vembe Municipality in the form of a detailed injury report at least monthly. The Client's Agent must be informed forthwith of any recordable incident or accident.

### **6.15 Hazards and Potential Situations**

The Principal Contractor shall immediately notify other Contractors as well as Vembe Municipality 's Agent of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

### **6.16 Contractors and Sub-contractors**

The Principal Contractor shall ensure that all Contractors under its control comply with this specification, the OHS Act of 1993, Construction Regulations 2014, and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance and a section 37(2) agreement must be put in place.

## **7. OPERATIONAL CONTROL**

### **7.1 Emergency Procedures**

The Principal Contractor shall prepare a detailed emergency procedure prior to commencement of work on site and it shall be included in, and form part of, the health and safety plan. The procedure shall be updated whenever changes occur, and it shall detail the emergency response plans. The emergency procedures shall not be limited to, but shall include, the following key elements:

- List of key competent personnel on site;
- Details of the nearest emergency services, including their physical addresses and phone numbers;
- Actions or steps to be taken in the event of each specific type of emergency;
- Information on hazardous materials/situations that may be encountered on site.

Emergency procedures shall include, but shall not be limited to, fire, spills, accidents to employees, bomb threats, and major incidents/accidents.

A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be readily available to site personnel at all times that there are persons on site i.e. it must not be in an area which may be inaccessible outside of normal working hours.

The Principal Contractor shall advise Vembe Municipality and the Architect in writing forthwith, and thereafter at the project and health and safety meetings, of any emergencies that occurred, together with a record of the action taken. Copies of all reports on emergencies shall be kept in the project health and safety file.

### **7.2 First Aid Boxes and First Aid Equipment**

The Principal Contractor and all other Contractors shall appoint first aider(s) in writing. All Contractors with more than 10 employees shall have a trained, certified first aider on site at all times. The appointed first aider(s) are to be sent for accredited first aid training. Copies of the valid first aid certificates for each First Aider are to be kept in the project health and safety file. The Principal Contractor shall provide an on-site first aid station with first aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box(es).

### **7.3 Security**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, among others, include the rules that nonemployees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of project applicable security rules and procedures and maintain these throughout the construction period.

### **7.4 Accommodation of traffic**

The Principal Contractor shall ensure that appropriate and a sufficient number of road signs be posted as per Chapter 13, Volume 2 of the South African Road Traffic Signs Manual

(SARTSM) and these signs also be actively maintained to protect employees against traffic and to warn road users of the presence of construction activities and related risks next to and in the road surface. These signs should be repeated as actual construction work and risk are approached.

The maintenance of the road signs including after hour's management shall also be actively managed.

Flag persons shall be provided, where applicable with suitable road marking and flags to ensure the effectiveness of this risk mitigation measures.

## **7.5 Asbestos**

- There is a confirmed report that some of the Water Treatment Works building and water pipes found underground within the Mutale WTW are asbestos material installation. Maintenance crew have come across asbestos pipes and roofing materials when they conduct maintenance work. About little over 400m<sup>2</sup> of installed asbestos material is estimated to be installed within the Water Treatment Works and system. An asbestos survey is therefore supposed to be conducted by an Approved Inspection Authority (AIA). If asbestos containing material is found onsite, the Principal Contractor, if not registered as an Asbestos Contractor, shall appoint an Asbestos Contractor with a current valid registration as such to remove the asbestos containing materials. The Principal Contractor must comply with the requirements stipulated in the Asbestos Abatement Regulations GNR. 1196 of 10 November 2020 and the following specific guidelines must be adhered to by the Registered Asbestos Contactor (RAC): Obtain a copy of an up-to-date Asbestos Inventory and the Asbestos risk assessment report compiled by the appointed Approved Inspection Authority (AIA). Both inventory and risk assessment must be readily available on the contractor's health and safety file. Employees are to be made fully conversant with the details contained within the inventory and risk assessment.
- The Contractor must timeously inform the appointed AIA prior to any asbestos removal activities of which will undertake monitoring during the removal process.
- The Contractor shall provide Vembe Municipality with a copy of the Plan of Work (POW) submitted to the Department of Employment and Labour of which has been

signed by both the AIA and RAC and must be available on file prior the commencement of any Asbestos removal.

- The plan of work must comply with all the requirements stipulated in the Asbestos Abatement Regulation 2020 - Regulation 15.
- The notification of asbestos removal must be submitted to the Department Employment and Labour in the form of Annexure 2 at least 7 days prior the commencement of work.
- The contractor shall submit to Vembe Municipality an acknowledgement of receipt issued by the Department of Employment and Labour in line with Asbestos Abatement Regulation 2020 – Regulation 10(5).
- No asbestos removal work may commence without the Department of Employment and Labour acknowledgement.
- The Contractor must obtain a copy of the asbestos clearance certificate upon completion of the work from the AIA of which must be kept on file. Make available waste disposal certificates from a registered waste disposal site for Asbestos so as to ensure the correct disposal procedures were adhered to in line with Asbestos Abatement Regulation 2020- Regulation 21(d)
- Copies of all abovementioned documentation as well as monitoring reports made available by the AIA shall be kept on the health and safety file on site.

### **7.6            *Stacking of materials***

The Principal Contractor and other relevant contractors shall ensure that there is an appointed stacking and storage supervisor and all materials, all equipment is stacked and stored safely in a demarcated area.

### **7.7            *Speed Restrictions, Signage and Protection***

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced. Signage shall be provided and should comply as per Occupational Health and Safety Act and SANS standards

### **7.8            *Hazardous Chemical Substances (HCS)***

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of hazardous chemical substances. The Principal Contractor shall ensure that the use, transport, and storage of hazardous chemical substances are carried out as prescribed by the hazardous chemical substance regulations. The Contractor shall ensure that all hazardous chemicals on site have Safety Data Sheets (SDS) and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the SDS and how to treat hazardous chemical substance incidents appropriately.

### **7.9 Construction Vehicle and Mobile Plant Operators**

The following requirements will apply to construction vehicles and mobile plant operators:

- Only certified and/or competent employees may be allowed to operate any construction vehicle and mobile plant.
- Every lifting machine operator must be trained specifically for the type of lifting machine that he or she is operating.
- Only employees duly authorised to do so may operate any construction vehicle and mobile plant.
- Only employees physically and psychologically fit, i.e. in possession of a medical certificate of fitness, may be allowed to operate any construction vehicle and mobile plant.

### **7.10 Construction Vehicles and Mobile Plant**

Construction vehicles and mobile plant should be formally and duly inspected by a competent person appointed by the Principal Contractor prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment must be required to comply with this specification as well as the Act and Regulations.

Construction vehicles and mobile plant must be:

- Of acceptable design and construction;
- Maintained in good working order;
- Used in accordance with their design and intention for which they were designed;

- Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons to be allowed to drive construction vehicles and mobile plant;
- Provided with safe and suitable means of access;
- Fitted with adequate signalling devices to make movement safe including reversing;
- Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into same;
- Provided with roll-over protection;
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book and any defects addressed as matter of urgency;
- Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

No loose tools, material etc. is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported.

No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose.

Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or adequate barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant.

In addition, construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely.

All construction vehicles and mobile plant daily inspection records must be kept in the health and safety file.

### **7.12      *Electrical Installations***

Any electrical work undertaken as part of the project, including the installation of temporary electricity for construction use shall be in accordance with Construction Regulation 24 and the Electrical Installation Regulations.

The Principal Contractor must ensure that:

- Existing services are to be located and clearly marked before construction commences and during the progress thereof;
- Where the abovementioned is not possible, employees with jackhammers etc. will be protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etc;
- Electrical installations and -machinery are sufficiently robust to withstand normal working conditions on site;
- Temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the occupational health and safety file;
- Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the occupational health and safety file; and
- A competent person appointed in writing must control all temporary electrical installations.

### **7.12      *Electrical and mechanical lockout***

An electrical and mechanical lockout procedure must be developed by the Principal Contractor and submitted to Vembe Municipality for approval before construction commences. All contractors on site must be informed of and adhere to this lockout procedure.

### **7.13      *Use and Storage of Flammables***

The principal contractor must ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions is taken;
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with consistent access control measures in place and sufficient firefighting equipment installed and fire prevention methods practiced for example proper housekeeping;
- Only one day's quantity of flammable is to be kept in the workplace;
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas; and
- Welding and other flammable gases to be stored segregated as to the type of gas and empty and full cylinders.

### **7.14      *Demolition Work***

Demolition work must be carried out under the supervision of a competent person who has been appointed in writing.

A detailed structural engineering survey of the structure to be demolished must be carried out and a method statement on the procedure to be followed in demolishing the structure must be developed by a competent person, before any demolition may be commenced.

As demolishing progresses the structural integrity of the structure must be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature or uncontrolled collapse.

Steps must be taken to ensure that where a structure is being demolished:

- no floor, roof or any other part of the structure is overloaded with debris, material or equipment that would make it unsafe;
- precautions are taken to prevent the collapse of the structure when any frame, support or reinforcement is cut or removed;
- shoring or propping is applied where necessary;

- no employee is required or allowed to work under unsupported overhanging material; and
- the stability of an adjacent building, structure, road or services is maintained at all times.

The location and nature of any existing services such as water, electricity, gas etc must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for employees and other persons.

Every stairwell in a building being demolished must be adequately illuminated.

Convenient and safe means of access must be provided and maintained at all times.

A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on employees and/or persons entering and leaving and every other area where the likelihood exists of material or debris falling on employees and/or persons must be fenced or barricaded.

No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded.

Waste and debris may only be disposed from a height in a chute with the following design:

- adequately constructed and rigidly fastened;
- inclined greater than 45 degrees and enclosed on all four sides;
- fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute;
- discharged into a container or a barricaded area; and
- demolition equipment may only be used on floors or slabs that are able to support it.

Where demolition work will involve the use of explosives a method statement must be developed by a competent person in accordance with applicable explosives legislation before any explosives are used.

### **7.15 Fire Prevention and Protection**

The Principal Contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage of flammables is provided;
- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated and made known to employees;
- Evacuation is regularly practiced to ensure that all persons are evacuated timeously and;
- Roll call is held after evacuation to account for all employees and to ensure that no-one including visitors and disabled persons have been left behind; and
- A clearly audible, to all persons on site, siren or alarm is fitted and regularly tested.

### **7.16 Housekeeping**

The Principal Contractor must ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment is properly stored;
- Scrap, waste and debris is removed off site regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools and the likes that are not required for the work being done;

- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials; and
- The walls and roof of every indoor workplace be sound and leak-free.

### **7.17      *Stacking and Storage***

The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang);
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her;
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- Stacks are built in a header and stretcher fashion and that corners are securely bonded; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

## **7.18 Employee Welfare Facilities**

### **Toilets**

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 30.

Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of at least 1 toilet per 30 employees.

### **Showers**

At least provision of water showers for bathing for each sex have to be provided at a ratio of at least 1 shower per 15 employees.

### **Change rooms**

Some form of screened off changing facility must be provided separately for each sex.

### **Eating facility**

Some form of eating facility sheltered from the sun, wind and rain must be provided.

## **7.19 Personal and other protective equipment**

The Principal Contractor is required to proactively identify the hazards in the workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable take steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply re-engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the Principal Contractor maintain the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s in a consistent and correct manner.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other valid reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee.

The Principal Contractor may not charge any fee for protective equipment prescribed by him or her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed;
- Where the employee has blatantly abused or neglected the equipment leading to early failure; and where the employee has lost the equipment.

### **7.20      *Portable Electrical Tools and Equipment***

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition, electrical appliances such as fridges, hotplates, heaters, etc must be inspected regularly but at least on a weekly basis and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing;

- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.

This equipment:

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

### **7.21      *Portable lights***

The following requirements apply to portable lights:

- Must be fitted with a robust non-hygroscopic non-conducting handle;
- Live metal parts which may become live must be protected against contact;
- The lamp must be protected by a strong guard;
- The cable lead-in must withstand rough handling;
- A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights;
- Inspections must be undertaken that concentrate on at least the plug, cord, switch, guard and any obvious faults; and
- When used in wet/damp/metal container conditions, it must be protected.

### **7.22      *Public Health and Safety***

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers.

This includes among others:

- Non- employees entering the site for whatever reason;
- The surrounding community; and

- Passers-by the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.

All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.

### **7.23      *Excavations***

All excavation work has to comply with the following:

- Excavation work must be carried out under the supervision of a competent person with at least two years practical experience in excavation work who has been appointed in writing.
- Before excavation work begins the stability of the ground must be evaluated.
- Whilst excavation work is being performed, the Principal Contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced.
- Where the excavation is in stable material or where the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane, shoring or bracing may be left out but only after written permission has been obtained from the appointed competent person.
- Shoring and bracing must be designed and constructed to safely support the sides of the excavation and prevent it from collapsing.
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained, before excavation proceeds, whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavation supervisor.
- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the excavation, unless suitable shoring has been installed to be able to carry the additional load. Best practice requires a one-meter clearance so as to reduce the pressure on the side walls as well as risk of material falling onto persons inside the excavation.

- Every excavation must be provided with means of access that must be within 6 metres of any employee within the excavation at any time. Should ladders be utilised for this purpose they should be duly secured.
- The location and nature of any existing services such as water, electricity, gas, telecommunication etc must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for employees working in or near in the excavation.
- Every excavation, including the shoring and bracing or any other method to prevent a possible collapse, must be inspected by the appointed competent person as follows:
  - Daily before work commences
  - After every blasting operation
  - After an unexpected collapse of the excavation or part thereof
  - After substantial damage to any support
  - After rain
- The results of any inspections must be recorded in a register kept on site in the health and safety file.
- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced off, on all sides, to at least one meter high and as close to the excavation perimeter as practicable. All such excavations must also be provided with warning lights or visible boundary indicators after dark or when visibility is poor.

## **7.24 Working in Confined Spaces**

### **Ventilation**

The confined space must be opened and allowed to ventilate for at least 15 minutes before entering the confined space. All confined spaces must be barricaded and manned at all times.

A gas monitor must be lowered to the bottom of the confined space with a rope to test the presence of any toxic/flammable gas. If any gas is detected, the space must be force ventilated by means of a blower for at least 15 minutes where after the air must be tested again. Under no circumstances may any space be entered while there is a toxic/flammable gas present.

After the undertaking of the necessary work, the person in charge of the activities must confirm that all the employees are accounted for.

### **Entering a confined space**

When entering a confined space, the person entering the space must wear a safety harness and fully operational gas detector. A lifeline must be attached to the safety harness and a person on the surface must be in continuous contact with the person in the confined space. At least one person on the surface must be trained in basic first-aid (level 1) with proof of such training as well as a fully equipped first aid box available on site.

No person shall remain within a confined space for a period of more than one hour at a time. A minimum of 5-minute rest periods on the surface must be taken after this period before re-entering.

Should the alarm sound on the gas monitor, all employees must exit the confined space and the immediate area must also be evacuated immediately. The area must be properly ventilated and re-tested before re-entering the confined space. Professional support should be called for if necessary.

Employees must be provided with flameproof lighting when entering a confined space with the possibility of flammable gases. No naked lights, smoking or unprotected electrical apparatus which may cause sparks, shall be permitted in any confined space or in its vicinity.

### **General**

All employees working in confined spaces must be issued with fully functioning gas monitoring equipment and safety harnesses. All these employees must be trained (including refresher training on a regular and continuous basis) in the use thereof.

### **Safety equipment**

All teams must be issued with fully functional gas monitoring equipment and safety harnesses where applicable. All employees must be trained (including refresher training on a regular and continuous basis) in the use thereof.

### **General records**

The following records shall be implemented and maintained by the principal contractor:

- Confined space entry permits
- Confined space entry registers
- Safety harness and gas monitoring equipment registers
- Risk assessments
- Incident registers

### **Training**

All employees that have to enter a confined space must be formally trained and confirmed competent before being required to enter such areas (new employees to complete this training and be declared competent before allowed to work in a confined space).

Refresher courses must be attended by employees at least once every 2 years or immediately if new methodologies or equipment are adopted or acquired.

Continuous onsite training and support by supervisory staff should be undertaken and enforced where required.

### **7.25      *Vessels under Pressure (VUP) and Gas Bottles***

The Principal Contractor and all relevant Contractors shall comply with the Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing
- Inspect equipment regularly and keep records of inspections
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand

### **7.26      *Fire Extinguishers and Fire Fighting Equipment***

The Principal Contractor and relevant Contractors must ensure all appropriate measures are taken to avoid the risk of fire shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. The fire equipment contemplated in previous paragraph is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof and a sufficient number of workers are trained in the use of fire-extinguishing equipment;

### **7.27      *Hired Plant and Machinery***

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the Occupational Health and Safety Act 85/1993 and Construction Regulations 2014 shall apply. The Principal Contractor shall ensure

that operators hired with machinery are competent and that certificates are kept on site in the health and safety file. All relevant Contractors must ensure the same.

### **7.28      *Lifting Machines and Tackle***

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations. A competent lifting machinery and tackle inspector need to be appointed in writing and must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Regular inspection and servicing are carried out;
- Records are kept of inspections and of service certificates;
- There is a proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

### **7.29      *General Machinery***

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

### **7.30      *High Voltage Electrical Equipment, Underground, Overhead power lines***

Care shall be taken when working close to, over or under high voltage reticulation power lines or cables. Underground services to be identified beforehand and the layout of such to be include in the Contractors health and safety plan. A safe work procedure be drawn up and included into Contractors health and safety plan.

### **7.31      *Transport of Workers***

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area of section to store them and all loose tool and plant are tied down and secured;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Transport workers in bakkies unless they are closed/ covered and have the correct number of seats for the passengers.

### **7.32      *Interface and Restrictions by Client***

Contractor must note that the the refurbishment, upgrade and construction work must be carried out with minimum disruption of supply from the bulk raw water system.

The following Client Rules and / or requirements are to be observed:

- All workers are to receive Site Operational induction prior to commencement of works onsite.
- Other safety rules and requirements to be advised at induction.

Please also refer to tender documents.

### **7.33      *Project Close Out***

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project.

All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated project specific Health and Safety File requirements include:

- Health and Safety Specifications (most recent version)
- Principal Contractor's Health and Safety Plans
- Site Safety Organograms

- Legal Appointments
- Notification to Department of Labour of commencement of work/ Construction Work Permit
- Workman's Compensation Letters of Good Standing for the project
- Full Safety Files for all Contractors as well as their close out reports
- List of all Contractors who worked onsite
- Letters of safety plan approval of Contractors by the Principal Contractor
- Mandatory Agreements (Section 37.2 Agreements)
- Incident and accident records/ Occupational Disease records
- Contractor Non-conformances records
- Safety Agent's audit reports
- Safety Officer's reports
- Method Statements
- Risk Assessments
- Safety Work Procedures
- Medical Surveillance Certificate of Fitness, Medical records are to be kept according to the Occupational Health and Safety Act, as amended.
- All Temporary Works drawings (Suspended beams/ Scaffolds, etc)
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts, etc)
- Detailed registers of all material used
- Copies of all Checklists completed.

### **7.34      *Safety File Return to Client***

The consolidated Health and Safety File for the Project Close-Out is to be handed over by the Principal Contractor to the Client upon Project Completion in either hard copy or electronic format. Regular scanning of documents and records is required as a form of archiving for inclusion in the consolidated H&S file at the end of the project. A list of critical information to be included in the health and safety file on completion of the project will be provided. On completion of the project, all records including the project information should include:

- Information about removal or dismantling of installed plant and equipment.
- OH&S information about equipment needing cleaning and maintenance, for O&M management.
- As-built drawings, including nature, location and markings of services.

The OH&S file (i.e. hard and soft copy) is to be handed over to the ACSA Project Manager and include all the close out health and safety files for Sub-Contractors. Further requirements regarding the content of the consolidated health and safety files will be provided to the Principal Contractor during the project.

## 8. ANNEXURES:

### *Annexure A: Bill of Quantities for Health and Safety*

| Nr                                                                  | Description                                                                 | Cost Per Unit (R) | Quantity / Units | Total Cost |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------|------------------|------------|
| <b>SUPPLY OF PERSONAL PROTECTIVE CLOTHING &amp; EQUIPMENT</b>       |                                                                             |                   |                  |            |
| 1.                                                                  | Safety boots – Steel toe cap                                                |                   |                  |            |
| 2.                                                                  | Protective clothing / overalls                                              |                   |                  |            |
| 3.                                                                  | Gloves                                                                      |                   |                  |            |
| 4.                                                                  | Hardhats – colour coded                                                     |                   |                  |            |
| 5.                                                                  | Ear protection                                                              |                   |                  |            |
| 6.                                                                  | Eye protection – appropriate for task performed                             |                   |                  |            |
| 7.                                                                  | High visibility safety vests                                                |                   |                  |            |
| 8.                                                                  | Full body harness                                                           |                   |                  |            |
| 9.                                                                  | Dust masks                                                                  |                   |                  |            |
| <b>BARRICADING and SIGNAGE</b>                                      |                                                                             |                   |                  |            |
| 10.                                                                 | Supply, installation and removal of safety nets                             |                   |                  |            |
| 11.                                                                 | Rigid type barricading                                                      |                   |                  |            |
| 12.                                                                 | Compulsory safety signage                                                   |                   |                  |            |
| <b>OH&amp;S TRAINING</b>                                            |                                                                             |                   |                  |            |
| 13.                                                                 | First Aid Training                                                          |                   |                  |            |
| 14.                                                                 | OH&S Representative training                                                |                   |                  |            |
| 15.                                                                 | Emergency Rescue training                                                   |                   |                  |            |
| 16.                                                                 | Hazard identification and risk assessment training                          |                   |                  |            |
| 17.                                                                 | Induction training                                                          |                   |                  |            |
| 18.                                                                 | Work at height training                                                     |                   |                  |            |
| 19.                                                                 | Fire fighting training                                                      |                   |                  |            |
| 20.                                                                 | HIV/AIDS awareness training                                                 |                   |                  |            |
| <b>RESPONSIBILITY STRUCTURE</b>                                     |                                                                             |                   |                  |            |
| 21.                                                                 | Construction Safety Officer                                                 |                   |                  |            |
| <b>GENERAL SAFETY OBLIGATIONS</b>                                   |                                                                             |                   |                  |            |
| 22.                                                                 | Development and implementation of OHS Plan and File                         |                   |                  |            |
| 23.                                                                 | Medical surveillance programme                                              |                   |                  |            |
| 24.                                                                 | Fire extinguishers                                                          |                   |                  |            |
| 25.                                                                 | First aid box                                                               |                   |                  |            |
| 26.                                                                 | Induction tags / cards                                                      |                   |                  |            |
| 27.                                                                 | Provision of OH&S required facilities, (toilets, eating areas, change rooms |                   |                  |            |
| <b>TOTAL OH&amp;S COST PROVISION:</b>                               |                                                                             |                   |                  |            |
| All quantities are estimated and will be re-measured on completion. |                                                                             |                   |                  |            |
| ENTITY NAME                                                         |                                                                             | REPRESENTATIVE    | DATE             | SIGNATURE  |
|                                                                     |                                                                             |                   |                  |            |

## Annexure B: Contractors Health and Safety Performance Evaluation

| HEALTH AND SAFETY MANAGEMENT SYSTEM |                                                                                                                                                                                     |                     |              |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------|
| QUESTION                            |                                                                                                                                                                                     | REFERENCE           | SCORE (1-10) |
| 1.                                  | Is company registered with Compensation Commissioner? Provide CC Fund number and Letter of Good Standing. If yes,                                                                   | General             |              |
| 2.                                  | Does company have an Organisational Organogram (detailing all statutory appointments – List all possible appointments)? If yes, attach proof                                        | General             |              |
| 3.                                  | Has a Person charged with the responsibilities of the Act been appointed? (Provide appointment letters 16 (1) & 16(2)).                                                             | OHS Act, Section 16 |              |
| 4.                                  | Does the company have a written SHE (Safety, Health and Environmental) Policy in place? If yes, attach proof.                                                                       | OHSA 85/1993        |              |
| 5.                                  | Does the company provide training for employees and appointees (Training Matrix)? If yes state training in relation to appointee / employee using the format below. Attach proof of | General             |              |
| 6.                                  | Does the company have a SHE Plan? If yes, attach.                                                                                                                                   | CR5(4)              |              |
| 7.                                  | Provide details of Hazard Identification and Risk Assessment methodology/procedure with risk matrix. Attach examples of baseline risk assessment and issue-based risk assessment.   | CR7                 |              |
| 8.                                  | How does the company ensure legislative, contractor and client requirement compliance of sub-contractors (Sub-contractor management)? Provide details.                              | CR5                 |              |
| 9.                                  | Provide incident statistics for current year and previous two                                                                                                                       |                     |              |
| 10.                                 | Has the company made provision for the cost of Health, Safety and Environment? Provide details.                                                                                     | CR4(h)              |              |

|                                                           |             |                                     |           |
|-----------------------------------------------------------|-------------|-------------------------------------|-----------|
| <b>CONTRACTOR</b>                                         |             |                                     |           |
| NAME & SURNAME                                            | DESIGNATION | DATE                                | SIGNATURE |
|                                                           |             |                                     |           |
| <b>EVALUATOR DETAILS (FOR OFFICE USE ONLY)</b>            |             |                                     |           |
| EVALUATOR                                                 |             | SIGNATURE:                          |           |
| DESIGNATION:                                              |             | DATE:                               |           |
| <b>SCORES OBTAINED (PERCENTAGE (%))</b>                   |             |                                     |           |
| <b>1-10 POINT ALLOCATION (TOTAL SCORE OBTAINED / 100)</b> |             |                                     |           |
| <i>Gatekeeper scoring of a minimum of 80% is required</i> |             |                                     |           |
| <b>EVALUATION OUTCOME</b>                                 |             |                                     |           |
| CONTRACTOR DECLINED – DOES NOT MEET                       |             | CONTRACTOR APPROVED – MEETS MINIMUM |           |
| <b>EVALUATOR COMMENTS:</b>                                |             |                                     |           |
|                                                           |             |                                     |           |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### ***Annexure C: Mandatory Agreements (37.2)***



#### **WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY MATTERS**

(In accordance with Section 37(2) of the Occupational Health and Safety Act 85 of 1993)

AS ENTERED INTO BY AND BETWEEN

**Vembe District Municipality**  
(Herein after referred to as the "Employer")

And

---

(Herein after referred to as the "Mandatory")

**Compensation Fund Number:**

---

I, \_\_\_\_\_ representing \_\_\_\_\_,  
do hereby acknowledge that \_\_\_\_\_ is an employer in his/her  
own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993  
("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery  
or plant used in accordance with the provisions of the Act.

I undertake that \_\_\_\_\_ shall strictly adhere to, and  
ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety  
Act, 1993 (Act 85 of 1993). I have been provided with SHE specifications for **the Installation  
of a 600-diameter raw water pipeline and ancillaries** and will comply with the requirements  
set out in these. I accept and agree that the SHE specifications constitute arrangements and  
procedures between \_\_\_\_\_ and **Vembe District  
Municipality** which will ensure compliance by \_\_\_\_\_  
with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation,  
modification, or waiver of any of the provisions of this agreement or consent to any departure  
from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed  
by both parties, and such variation, modification, waiver, or consent shall be effective only in  
the specific instance and for the specific purpose and to the extent for which it was made or  
given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she  
has the requisite authority to do so.

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

Name \_\_\_\_\_ Signature \_\_\_\_\_

on behalf of \_\_\_\_\_

Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

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

Name \_\_\_\_\_ Signature \_\_\_\_\_

on behalf of **Vembe District Municipality**

Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

**Annexure D: Principal Contractors Appointment Letter**



**APPOINTMENT OF PRINCIPAL CONTRACTOR**

*Construction Regulation 5(1)(k)*

I \_\_\_\_\_ hereby appoint \_\_\_\_\_ as  
Principal Contractor in terms of Construction Regulation 5(1)(k) to perform **the Installation of  
a 600 diameter raw water pipeline and ancillaries project**

You shall ensure that all requirements of the Construction Regulations including all other applicable SHE legislation, North West Department of Health SHE Specification and Baseline Risk Assessment are complied with at all times. Upon identification of any new hazards from scope changes or other factors, which were not considered in the contractor Risk Assessment or SHE Plan, such documents shall be resubmitted for approval in writing to the department.

The contractor and their employees including subcontractors shall fully comply with the requirements of The Occupational Health and Safety Act and Regulations (85 of 1993), Environmental Legislations and Municipality bi-laws applicable to this project. The contractor shall also ensure that they have signed the Client OHS Act 37.2 Agreement as well as appoint their contractors in terms of OHS Act 37.2 Agreement and/or the Construction Regulations 7(i)(c)(v).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

In executing this project, you and your potential contractor shall ensure **(a)** that you comply with all legislations governing this project **(b)** that competent employees and sub-contractors with sufficient skill and knowledge are employed, **(c)** that sufficient provision for Health and Safety measures during the construction process is made

This letter is valid until completion of the project.

\_\_\_\_\_

Signature of Client (16.2)

\_\_\_\_\_

Date

I \_\_\_\_\_ Designation \_\_\_\_\_  
*Full name and surname of contractor representative*

On behalf of \_\_\_\_\_, understand the implications of the appointment as detailed above and confirm my acceptance thereof.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Annexure E: Acknowledgement of Specifications and Annexures Form**

|                         |  |
|-------------------------|--|
| <b>CONTRACTOR NAME:</b> |  |
|-------------------------|--|

I, the undersigned, hereby acknowledge that I have obtained copies of the following listed documentation and confirm that I fully understand the contents thereof and the consequences of non-compliance. The Principal Contractor furthermore reiterates its commitment to compliance of the requirements contained within the following provided documentation:

- Annexure A: OHS Bill of Quantities
- Annexure B: Contractors SHE Competency Evaluation Form;
- Annexure C: Section 37(2) Mandatory Agreements Form;
- Annexure D: Principal Contractors Appointment Letter Form
- Annexure E: Acknowledgement of Specifications and Annexure Form

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

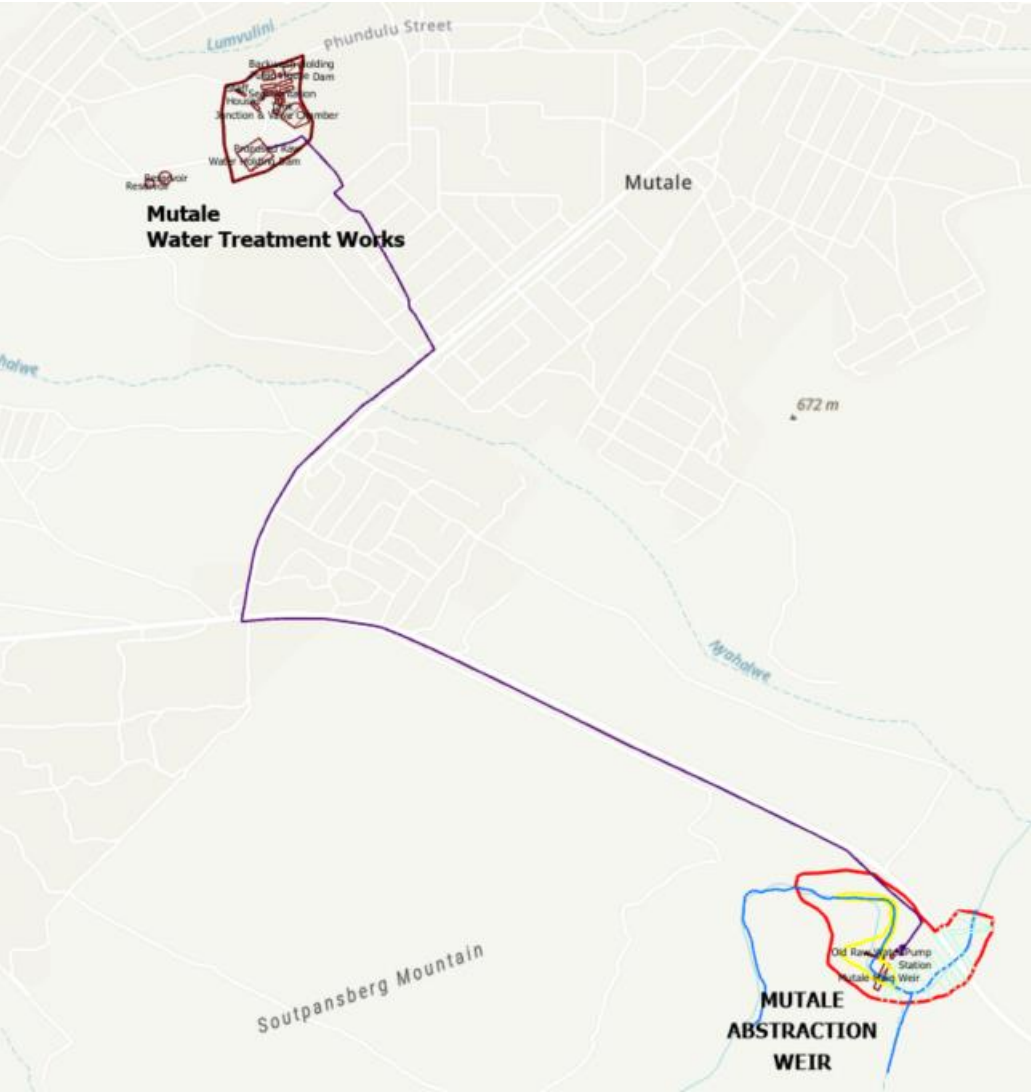
| CONTRACTS MANAGER    |             |      |           |
|----------------------|-------------|------|-----------|
| NAME                 | DESIGNATION | DATE | SIGNATURE |
|                      |             |      |           |
| CONTRACTS SUPERVISOR |             |      |           |
| NAME                 | DESIGNATION | DATE | SIGNATURE |
|                      |             |      |           |
| WITNESS 1            |             |      |           |
| NAME                 | DESIGNATION | DATE | SIGNATURE |
|                      |             |      |           |
| WITNESS 2            |             |      |           |
| NAME                 | DESIGNATION | DATE | SIGNATURE |
|                      |             |      |           |

|            |           |           |          |           |          |
|------------|-----------|-----------|----------|-----------|----------|
|            |           |           |          |           |          |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness2 |

VHEMBE DISTRICT MUNICIPALITY

VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND  
PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN  
UPGRADE)

C4: SITE INFORMATION



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

VHEMBE DISTRICT MUNICIPALITY

SITE INFORMATION

1. GENERAL

1.1 Documentation

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore, to decide upon his method of working and programming and to evaluate his risks.

1.2 Information

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

2. SITE INFORMATION

2.1 Records and Test Results

2.1.1 Subsoil records

No information available.

2.1.2 Borehole records

Available on request.

2.2 Reports on Physical Conditions

2.2.1 Mapping

N/A

2.2.2 Hydrographic data

N/A

2.2.3 Hydrological information

Available on request.

2.3 Publicly available Information

2.3.1 Published papers and interpretation of geotechnical information

270

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

**2.4     Information about services below the surface of the site**

**2.4.1   Water**

Existing underground services are not known at this stage.  
Should the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

**2.4.2   Sewage**

Not available on site.

**2.4.3   Electricity**

All cables and pipes shall be considered “live” unless confirmed otherwise by the relevant authority.

**2.4.4   Gas**

Not available on site.

**2.4.5   Communications**

Not available on site.

**2.5     Information about adjacent main infrastructure**

**2.5.1   Buildings**

Unavailable.

**2.5.2   Structures**

No major structures will be constructed in the project.

**2.5.3   Internal Roads**

Unavailable.

**2.5.4   Restrictions for Heavy Loads**

Unavailable.

**2.6     Atmospheric criteria**

Unavailable.

**2.7     Environmental criteria**

A copy of the Environmental Management Plan is available on request.



**BID DOCUMENT FOR:**

**APPOINTMENT OF CONTRACTOR FOR MUTALE  
RAW AND PORTABLE WATER SYSTEM UPGRADE –  
CONTRACT C3 (PUMPING MAIN UPGRADE)**

**BID NUMBER: VDM/TECH/25/07/2024/03**

**CIDB Grade: 8CE or Higher**

**BOOK 2 OF 2 (VOLUME 2)**

|                                                                                                                                        |                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vhembe District Municipality</b><br>Supply Chain Management:<br>Contact: Ms. Sigida N<br>Tel: (015) 960 2000<br>Fax: (015) 962 5277 | <b>Vhembe District Municipality</b><br>Project Management Unit:<br>Contact: Mr E.F. Chauke<br>Tel: (015) 960 3500<br>Fax: (015) 962 5277 |
| <b>Name of Bidder. ....</b><br>...<br>.....<br>...<br>..                                                                               |                                                                                                                                          |

**VHEMBE DISTRICT MUNICIPALITY**

**VDM/TECH/25/07/2024/03: APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)**

**C5. CONTRACT DRAWINGS**

The drawings that form part of the tender documents shall be used only for tender purposes. Only “approved for construction” drawings, to be issued by the Engineer / Engineer, may be used for the execution of the work under the contract. It must be noted that certain specifications, which appear on the drawings, are not necessarily repeated in the Project Specifications. Where applicable certain items in the Bill of Quantities refer to the drawings.

**Table 1: Tender Drawing Register**

| Drawing Number | Status | Revision | # of Sheets | Drawing Title                                                       |
|----------------|--------|----------|-------------|---------------------------------------------------------------------|
| 159-C3-GL-000  | T      | A        | 2           | Locality Map                                                        |
| 159-C3-GL-100  | T      | A        | 1           | GENERAL LAYOUT                                                      |
| 159-C3-PL-300  | T      | A        | 1           | MUTALE RAW WATER BULK PIPELINE LAYOUT AND LONG-SECTION              |
| 159-C3-PL-301  | T      | A        | 8           | MUTALE RAW WATER BULK PIPELINE LAYOUT AND LONG-SECTION SHEET 1 OF 8 |
| 159-C3-PL-302  | T      | A        | 8           | MUTALE RAW WATER BULK PIPELINE LAYOUT AND LONG-SECTION SHEET 2 OF 8 |
| 159-C3-PL-303  | T      | A        | 8           | MUTALE RAW WATER BULK PIPELINE LAYOUT AND LONG-SECTION SHEET 3 OF 8 |
| 159-C3-PL-304  | T      | A        | 8           | MUTALE RAW WATER BULK PIPELINE LAYOUT AND LONG-SECTION SHEET 4 OF 8 |
| 159-C3-PL-305  | T      | A        | 8           | MUTALE RAW WATER BULK PIPELINE LAYOUT AND LONG-SECTION SHEET 5 OF 8 |
| 159-C3-PL-306  | T      | A        | 8           | MUTALE RAW WATER BULK PIPELINE LAYOUT AND LONG-SECTION SHEET 6 OF 8 |
| 159-C3-PL-307  | T      | A        | 8           | MUTALE RAW WATER BULK PIPELINE LAYOUT AND LONG-SECTION SHEET 7 OF 8 |
| 159-C3-PL-308  | T      | A        | 8           | MUTALE RAW WATER BULK PIPELINE LAYOUT AND LONG-SECTION SHEET 8 OF 8 |
| 159-C3-PL-309  | T      | A        | 1           | THURST BLOCKS                                                       |
| 159-C3-PL-310  | T      | A        | 1           | TYPICAL CROSSINGS DETAILS                                           |
| 159-C3-PL-311  | T      | A        | 1           | TYPICAL TRENCH EXCAVATION DETAILS                                   |
| 159-C3-PL-312  | T      | A        | 2           | AIR VALVE TYPE 1 SHEET 1 OF 2                                       |
| 159-C3-PL-313  | T      | A        | 2           | AIR VALVE TYPE 1 SHEET 2 OF 2                                       |
| 159-C3-PL-314  | T      | A        | 2           | AIR VALVE TYPE 2 SHEET 1 OF 2                                       |
| 159-C3-PL-315  | T      | A        | 2           | AIR VALVE TYPE 2 SHEET 2 OF 2                                       |
| 159-C3-PL-316  | T      | A        | 1           | SCOUR VALVE                                                         |

273

Contractor

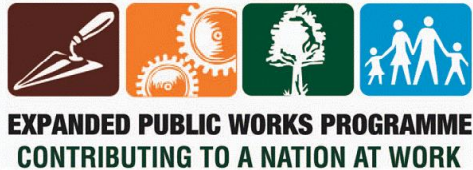
Witness 1

Witness 2

Employer

Witness 1

Witness



## BID DOCUMENT FOR:

# APPOINTMENT OF CONTRACTOR FOR MUTALE RAW AND PORTABLE WATER SYSTEM UPGRADE – CONTRACT C3 (PUMPING MAIN UPGRADE)

**BID NUMBER: VDM/TECH/25/07/2024/03**

**CIDB Grade: 8CE or Higher**

## ANNEXURES

|                                                                                                                                                                                         |                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vhembe District Municipality</b><br>Supply Chain Management:<br>Contact: Ms. Sigida N<br>Tel: (015) 960 2000<br>Fax: (015) 962 5277                                                  | <b>Vhembe District Municipality</b><br>Project Management Unit:<br>Contact: Mr E.F. Chauke<br>Tel: (015) 960 2000<br>Fax: (015) 962 5277 |
| <b>Compiled by:</b><br>Batatise Consulting Engineers (Pty) Ltd:<br>Contact: Jabula Nkomo,<br>Tel: (010) 442 6759<br>Cell: 068 285 4350<br>E-mail address: jabula@batatiseconsulting.com |                                                                                                                                          |
| <b>Name of Bidder.</b> .....<br>.....                                                                                                                                                   |                                                                                                                                          |
| <b>Bid Amount (VAT Inclusive)</b> .....                                                                                                                                                 |                                                                                                                                          |

274

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

**ANNEXURE 1:      BASELINE RISK ASSESSMENT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness