



TENDER NO:21/2021

THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG			
Name of Tendering Entity			
Name of Tendering Entity Representative			
Physical Address of Tendering Entity			
Postal Address of Tendering Entity			
Contact Details of Tendering Entity	Tel: Fax: Cell: Email:		
Tender Amount carried from Form of Offer (including VAT)	R (incl VAT)		
CIDB Grading		CRN No:	
Tax PIN	PIN		
CENTRAL SUPPLIER DATABASE (CSD)	MAAA		

LESEDI LOCAL MUNICIPALITY

CONTRACT No:21/2021

FOR

**THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN
RATANDA EXTENSION 2, HEIDELBERG**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

.....

PHYSICAL / STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER :

FAX NUMBER :

E-MAIL ADDRESS :

CONTRACT PRICE : R
(Amount brought forward from the Form of Offer and Acceptance) *

SIGNED BY AUTHORISED REPRESENTATIVE OF THE BIDDING ENTITY:

DATE:

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

LESEDI LOCAL MUNICIPALITY

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LESEDI LOCAL MUNICIPALITY

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PART T1: BIDDING PROCEDURES

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T1.1 Bid Notice and Invitation To Bid

ADVERTISED IN: Sowetan
PUBLISHING DATE: Thursday, 27 May 2021
TENDER NOTICE: 21/2021

LESEDI LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Infrastructure Services Department: Water & Sanitation.

TENDER No.: 21/2021

THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for a 6 CE class of construction work. Enterprises who have a 5 CE PE grading may not submit bids.

Bidders must note that certain works under this bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally.

Adjudication:

Tenders will be evaluated using functionality evaluation criteria of **100 points** of which the bidder is required to score the minimum of **70 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards **80 points for Price** and **20 points for attaining the BBBEE status level of contribution** in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Documents Collection: Documents can be downloaded from the e-portal or Lesedi Local Municipality's Website.

Technical Enquiries: Mr Star Moholobela
Tender Documents: Ms. Portia Skosana

Tel: (016) 492 0032
Tel: (016) 492 0214

Documents available: As from **Wednesday, 26 May 2021** on www.etenders.gov.za or www.lesedi.gov.za

Closing date: 10 June 2021

Time: 12:00

Tender Box

Venue: Tender boxes are situated at the Supply Chain Management Unit, situated on the upper level of the West Wing of the Lesedi Local Municipality Civic Centre, Corner Du Preez and H. F. Verwoerd Streets in Heidelberg.

COMPULSORY TENDER DOCUMENTS (DISQUALIFICATION CRITERIA):

1. Tax Clearance Certificate / Tax Compliance Status documents with Pin. Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin.
2. Certified copies of directors ID.
3. Copy of company registration documents.
4. Copy of latest municipal account which is not more than 3 months old at the time of closing.
5. The bidding entity as well as all its directors must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate the responsibility of payment of municipal services.
 - a. If the responsibility of payment of municipal services is that of the tenant/lessee, please provide proof of payment of those services.
 - b. If the business operates from the different address as per CIPC document, affidavit must be provided.
6. Central Supplier Database (CSD) registration summary report.
7. Completed and Signed Schedule of Quantities.
8. Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.
9. Tenders must submit the relevant copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993). A Letter of Good standing (Civil-related) certificate must be submitted.
10. A COVID-19 management plan must be attached with the tender document. The management plan must ensure that the regulations, and the requirements, conditions and restriction in South Africa, issued under section 27(2) of the Disaster Management Act, 2002 are taken into account.
11. Tenderers must submit letter of intent for surety/guarantee for civil tenders. The guarantees must be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943).

Guarantees will be required as follows:

Category	Project Value	Guarantee
A	R500 000 – R1 000 000	5%
B	R1 000 001 – R 2 000 000	7.5%
C	➤ R 2 000 0001	10%

12. MBD 1: Invitation to Tender

13. MBD 4. Declaration of Interest.

14. MDB 5. Declaration of Procurement above R10 million (VAT included) (If applicable).

15. MBD 6.1 Preferential Points.

16. MBD 8: Declaration of Bidder's Past Supply Chain Management Practices.

17. MBD 9: Certificate of Independent Bid Determination.

18. List of Returnables: T2.1.1

BIDDING TENDER CONDITIONS:

1. All suppliers of good and services must be registered in the National Treasury web-based Central Suppliers Database (CSD).

As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.

2. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points.

According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.

A trust, consortium or joint venture will qualify for points for the BBEE status level as a legal entity, provided that the entity submits their consolidated BBEE status level certificate. If a bidder does not submit a certificate substantiating the BBEE status level of contribution / and Affidavit or is a non-compliant contributor, such bidder will score 0 out of the maximum of 20 points for BBEE.

3. Tenderers must submit certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.

4. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.

5. No late tender will be accepted.

6. Telefax or e-mail tenders will not be accepted.
7. Tenders may only be submitted on the bid documents as provided by Lesedi Local Municipality.
8. The use of tippex is not allowed on the bid documents.
9. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by a full signature of the authorized person at each and every alteration. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
10. Bids completed in pencil will be regarded as invalid bids.
11. No page(s) may be removed from the original tender document.
12. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document.
13. The lowest or any tender will not necessarily be accepted, and Lesedi Local Municipality reserves the right to accept a tender in whole or in part.
14. The Municipality reserves the right to appoint and not to appoint.
15. The Municipality reserve the right to negotiate a fair market-related price with recommended bidders after a competitive bidding process or price quotations.
16. The validity period for this tender is ninety (90) days.
17. All tender prices must be inclusive of VAT for all registered VAT vendors.
18. The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is BBBEE component.
19. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as www.lesedi.gov.za

MR GABRIEL BANDA

MUNICIPAL MANAGER



MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF LESEDI LOCAL MUNICIPALITY					
TENDER NUMBER:	21/2021	CLOSING DATE:	10 JUNE 2021	CLOSING TIME:	12H00
DESCRIPTION	THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

Supply Chain Management Unit					
Lesedi Local Municipal Building					
Corner H. F. Verwoerd and Du Preez Street					
Heidelberg					
1438					
SUPPLIER INFORMATION					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL ITEMS OFFERED COMPLY WITH SPECIFICATIONS	☐ Yes ☐ No	TOTAL BID PRICE (As per the price schedule)	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
QUERIES MAY BE DIRECTED DURING OFFICE HOURS: MON – FRI BETWEEN 07:30 TO 16H00 TO			
FOR BIDDING PROCEDURE		FOR TECHNICAL INFORMATION	
CONTACT PERSON	PORTIA SKOSANA	CONTACT PERSON	MR STAR MOHOLOBELA
TELEPHONE NUMBER	016 492 0214	TELEPHONE NUMBER	016 492 0032
E-MAIL ADDRESS	portiar@lesedi.gov.za	E-MAIL ADDRESS	starm@lesedi.gov.za



PART B TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)

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.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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.

FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION ☐ YES ☐ 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:

T1.2 Bid Data

The Conditions of Bid are the Standard Conditions of Bid as contained in the latest edition of ISO 10845-3.

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

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

The word “bid” or any of its derivatives shall be interchangeable with the word “tender” and its derivatives.

The word “Employer” shall be interchangeable with the word “Purchaser”.

The word “Contractor” shall be interchangeable with the word “Supplier”.

The word “Employer’s Agent” shall be interchangeable with the term “Employer’s Representative”.

The additional conditions of bid are:

Clause number	Bid Data
3.1	The Employer is: LESEDI LOCAL MUNICIPALITY P. O. BOX 201 HEIDELBERG 1438.
3.2	The bid documents issued by the Employer comprise of: THE BID Part T1 Bidding Procedures Part T1.1 Bid Notice and Invitation to Bid Part T1.2 Bid Data Part T2 Returnable Documents Part T2.1 Returnable Schedules Required for Bid Evaluation Purposes Part T2.2 Other Documents Required for Bid Evaluation Purposes Part T2.3 Returnable Schedules That will be Incorporated in the Contract THE CONTRACT Part C1 Agreements and Contract Data C1.1 Form of Offer and Acceptance

Clause number	Bid Data
	C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3 Scope of Works C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Health and Safety Part C4 Site Information C4 Site Information
3.3	The Employer is: Lesedi Local Municipality No.1 H. F. Verwoerd Street Heidelberg 1441 Contact Person: Mr Star Moholobela Tel: 016 492 0032 The Employer's Agent is: ECE Engineers 142 Monument Road Aston Manor Kempton Park Johannesburg, 1619 Contact Person: Mr. Vhukile Muchono Phone: 011 972 1065 Bidders shall note that verbal information given by the Employer's Agent during clarification meetings, site visits or at any time prior to the award of the Contract will not be regarded as binding on the Employer. Only information issued formally in writing in terms of an Addendum (Clause 4.7) or Clarification of a Bid Offer (Clause 4.8) will be considered as amending the Bid Documents.
3.4	The language for communication is English.

Clause number	Bid Data				
3.6	A two-envelope system will not be followed.				
4.1	Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6 CE class of construction work, are eligible to submit bids. Joint Ventures are eligible to submit bids provided that: (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation from 5 CE class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6 CE class of construction work.				
4.13	The <u>whole original</u> bid document, <i>as issued by the Lesedi Local Municipality (LLM)</i>, shall be submitted. <i>No copies will be accepted.</i> Bids may only be submitted on the Bid documentation issued by the LLM.				
4.15	The employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of bid box: Bid Box Physical address: Bid Box situated at the Supply Chain Management Department, Municipal Building, corner H. F. Verwoerd and Du Preez Street, Heidelberg, during office hours Monday to Friday, 0730hrs till 1600hrs. The bid closes on Wednesday, 10 June 2021 at 12:00pm. No late, or e-mailed or faxed bids will be considered. All objections and complaints must be lodged within 14 days and in writing to the Municipal Manager's Office. Identification details: Contract Number: 21/2021 DESCRIPTION OF PROJECT: THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG Identification details: The bidder must clearly indicate the contents on the front of the envelope, with the following details: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> (i) Bid No.: 21/2021 </td> <td style="width: 50%; vertical-align: top; text-align: center;"> THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG </td> </tr> <tr> <td style="vertical-align: top;"> (ii) The closing date of the bid: </td> <td style="vertical-align: top; text-align: center;"> Thursday, 10 June 2021 at 12:00pm </td> </tr> </table>	(i) Bid No.: 21/2021	THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG	(ii) The closing date of the bid:	Thursday, 10 June 2021 at 12:00pm
(i) Bid No.: 21/2021	THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG				
(ii) The closing date of the bid:	Thursday, 10 June 2021 at 12:00pm				

Clause number	Bid Data
	(iii) The name and address of the bidder:
4.13	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
4.15	The closing time for submission of bid offers is 12:00pm on Thursday, 10 June 2021.
4.16	The bid offer validity period is 13 weeks calculated from the bid closure date. If the bid validity expires on a Saturday, Sunday or public holiday, the bid shall remain valid and open for acceptance until the closure of business on the following working day.
5.4	Bids will be opened immediately after the closing time for bids at the: Supply Chain Management Department, Municipal Building, corner H. F. Verwoerd and Du Preez Street, Heidelberg.
5.11	The procedure for evaluation of responsive bids is Method 3.
5.11.4	The financial offer is scored using the formula in Paragraph 5.11.7 on page 31 where the value of W_1 is 80 points. Up to 100 minus W_1 bid evaluation points are awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.
5.11.9	EVALUATION OF BID OFFERS <u>Prequalification / Quality Criteria</u> Bidders will be assessed based on the quality criteria as set out in the table below. Bidders scoring less than 70% will be considered non-responsive. Bidders shall fill in the relevant information on the Quality Criteria Schedules / Returnable Schedules in Part T2 (summarised on Pages 34 and 35) and this information shall be used to award points for quality on the following basis per category:

Clause number	Bid Data				
	No.	Functionality Criteria – Bid Rating Matrix		A	B
				Minimum points	Maximum points
	1	Company work experience	4 or more sewer pipeline projects greater than R3.5m construction value successfully completed. (attach completion certificates as proof). (35 points)	25	35
			3 sewer pipeline projects greater than R3.5m value successfully completed. (attach completion certificates as proof) (30 points)		
			2 sewer pipeline projects greater than R3.5m construction value successfully completed. (attach completion certificates as proof). (25 points)		
	2	Bank Rating (attached Bank rating Certificate as Proof)	A (15 points)	6	15
			B (12 points)		
			C (9 points)		
	3	Plant compatibility	D and below (6 points)	20	20
			Tractor Loader Back-hoe (TLB) (Registration Cert.)		
			Jetting Machine (Registration Cert.)		
			5m³ Tipper Truck (Registration Cert.)		
			Pedestrian Bomag (Proof of ownership / rental)		
			Concrete Mixer (Proof of ownership / rental)		
			Water Pump (Proof of ownership / rental)		
	5kVA Generator (Proof of ownership / rental)				
	4	No. Years’ Experience of Key Project Personnel as per Form D3	Contract Director / Project Manager’s relevant sewer pipeline experience (a) 5 years or more (10 points) (b) 4 years (8 points) (c) 3 years (6 points)	6	10
			Site Agent’s relevant sewer pipeline experience (a) 5 years or more (8 points) (b) 4 years (5 points)	5	8

Clause number	Bid Data				
			Foreman's relevant sewer pipeline experience (a) Over 3 years (7 points) (b) 3 years (5 points)	5	7
			Safety Officer's relevant sewer pipeline experience (a) 3 years, and above (5 points) (b) 2 years (3 points)	3	5
			TOTAL SCORE	70	100
	*Personnel Considered as key for the Sewer Pipeline project are as follows (Table D3):				
	Item description	Qualification	Minimum years' experience in sewer pipeline projects	Quantity required	
	Contract Director	BSc/B-Tech/National Diploma in Civil Engineering	3	1	
	Site Agent	BSc/B-Tech/National Diploma in Civil Engineering	4	1	
	Foreman	National Diploma in Surveying and experience in Civil Engineering works	3	1	
	Safety Officer	National Diploma in Safety Management and experience in Civil Engineering works	2	1	
	<u>Notes:</u> Submit Curriculum Vitae and Certified Qualification certificates for all key personnel listed above.				
5.13	Only those bidders who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit bids. <i>In addition to the above:</i> - the bidder has in his or her possession an original valid Tax Clearance Certificate or TCS pin number thereof, issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; - the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation and is not suspended; - the bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and				

Clause number	Bid Data
	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 - Failed to perform on any previous contract and has been given a written notice to this effect; and • the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts 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 bid process. The bidder must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:20 for effective supervision of Labour-intensive works for all LI activities.
5.17	The number of paper copies of the signed contract to be provided by the Employer is one.
5.17.1	The tendered rates and prices shall not be subject to Contract Price Adjustment (CPA).
	CERTIFICATES 1. In order to obtain BBBEE Status Level points in terms of the Provisions of Regulations 6(2) or 7(2) of the Preferential Procurement Regulations, 2017, if a bidder is an Exempted Micro-Enterprise (EME) in terms of the Broad Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must submit with his bid, a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 6(4) of the Preferential Procurement Regulations, 2017; 2. In order to obtain BBBEE Status Level points in terms of the Provisions of Regulations 6(2) or 7(2) of the Preferential Procurement Regulations, 2017, if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must submit an original and valid BBEEE Status Level verification certificate or a copy thereof, substantiating it's BBEEE rating, in compliance with the requirements of Regulation 6(4) of the Preferential Procurement Regulations, 2017; 3. Attach a valid Tax Clearance Certificate or TCS pin number thereof, issued by the South African Revenue Services; 4. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements as the case may be, prepared within six (6) months of the end of the bidder's most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established or commenced business within the past three (3) years in which case all of its annual financial statements must be submitted; 5. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidder's most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established or commenced business within the past three (3) years in which case all of its annual financial statements must be submitted;

Clause number	Bid Data
	6. If the bidder only commenced business within the past three (3) years, the bidder is required to submit annual financial statements in compliance with the provisions of subsections (4) and (5) above for each of its financial years since commencing business; 7. If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

VARIATIONS TO THE STANDARDISED SANS 10845-5 SPECIFICATION

1 STATUS

The variations to the SANS 10845-5 standardised specification are as set out below. Should any requirements of the variations conflict with other requirements of the SANS 10845-5 specification, the requirements of the variation shall prevail.

2 PENALTIES (Clause 6)

Replace clause 6 with the following:

In the event that the Contractor fails to substantiate that any failure to achieve the subcontracting was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor may be required to pay to the Employer penalties (P) in an amount determined in accordance with the following formula:

$$P = 0,15 \times \frac{(D - D_o)}{(X - D_s)} \times A_v$$

where:

D	=	tendered subcontracting percentage or "X", whichever is the lesser.
D _o	=	the Subcontracting which the Employer's representative, based on the credits passed, certifies as being achieved upon completion of the Contract.
D _s	=	30% Minimum prescribed Subcontracting for this Contract
A _v	=	Award Value
P	=	Rand value of penalty payable
X	=	50% Maximum prescribed Subcontracting for this Contract

ANNEXURE F: STANDARD CONDITIONS OF BID AS CONTAINED IN SANS 10845-3 STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT

STANDARD CONDITIONS OF BID

3 GENERAL

3.1 Actions

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in Clause 4 and 5 timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

The employer and the bidder and all their agents and employees involved in the bid 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 bid 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 bid or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

The employer shall not seek and a bidder shall not submit a bid without having a firm intention and the capacity to proceed with the contract.

3.2 Bid Documents

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

3.3 Interpretation

The bid data and additional requirements contained in the bid schedules that are included in the returnable documents are deemed to be part of ISO 10845.

The standard conditions of bid contained in this part of ISO 10845, the bid data and bid schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the invitation to bid.

For the purposes of these conditions of bid, the following definitions apply:

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

3.4 Communication and employer's agent

Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications 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 agent are stated in the bid data.

3.5 The employer's right to accept or reject any bid offer

The employer may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid 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.

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

3.6 Procurement procedures

3.6.1 General

Unless otherwise stated in the bid data, a contract will, subject to 5.13, be concluded with the bidder who in terms of 5.11 is the highest ranked or the bidder scoring the highest number of bid evaluation points, as relevant, based on the bid submissions that are received at the closing time for bids.

3.6.2 Competitive negotiation procedure

Where the bid data require that the competitive negotiation procedure is to be followed, bidders shall submit bid offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 5.4, the employer shall announce only the names of the bidders who make a submission. The requirements of 5.8 relating to the material deviations or qualifications which affect the competitive position of bidders shall not apply.

All responsive bidders, or not less than three responsive bidders that are highest ranked in terms of the evaluation method and evaluation criteria stated in the bid data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of 4.17, the employer may request that bids be clarified, specified and fine-tuned in order to improve a bidder's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

The contract shall be awarded in accordance with the provisions of 5.11 and 5.13 after bidders have been requested to submit their best and final offer.

3.6.3 Proposal procedure using the two-stage system

3.6.3.1 Option 1

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

3.6.3.2 Option 2

In the first stage, bidders shall submit only technical proposals. The employer shall invite all responsive bidders to submit bid offers in the second stage, following the issuing of procurement documents.

The employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the bid data, and award the contract in terms of these conditions of ISO 10845.

4 BIDDER'S OBLIGATIONS

4.1 Eligibility

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

4.1.2 Notify the employer of any proposed material change in the capabilities or formation of the bidding entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the bidder to submit a bid offer and obtain the employer's written approval to do so prior to the closing time for bids.

4.2 Cost of bidding

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

4.3 Check documents

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

4.4 Confidentiality and copyright of documents

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

4.5 Reference documents

Obtain, as necessary for submitting a bid 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 bid documents by reference.

4.6 Acknowledge addenda

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

4.7 Clarification meeting / Briefing session

Attend, where required, a clarification meeting / briefing session 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 bid data.

4.8 Seek clarification

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

4.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is advised to seek qualified advice regarding insurance.

4.10 Pricing the bid offer

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.

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

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.

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

4.11 Alterations to documents

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

4.12 Alternative bid offers

Unless otherwise stated in the bid data, submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted as well as a schedule that compares the requirements of the bid documents with the alternative requirements that are proposed.

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

4.13 Bid submissions

4.13.1 General submission requirements

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

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

Submit

- a) the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with a translation of any documentation in a language other than the language of communication established in 3.4, and
- b) the parts communicated electronically in the same format as they were issued by the employer.

4.13.2 Signatures

Sign the original and all copies of the bid offer where required in terms of the bid data.

State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

NOTE: The employer holds all authorised signatories liable on behalf of the bidder.

4.13.3 Bid Securities

Submit, as required as part of the submission, a bid security from a bank or insure that is in a strong enough commercial position to carry such security in the name of the bidder, or in the names of each of the members of joint venture, in the amount, for the period and in the form specified in the bid data.

4.13.4 Inclusion of certificates

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

4.13.5 Sealing of documents

Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Unless otherwise specified in the bid data, seal the "ORIGINAL" and "COPY" packages in a single package and state on the outside of such package the employer's address and identification details specified in the bid data, as well as the bidder's name and contact details.

Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "FINANCIAL PROPOSAL" and place the remaining returnable documents in an envelope marked "NON-FINANCIAL PROPOSAL". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address. Seal the original bid 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 bid data.

4.13.6 Employer's acceptance of bid submissions

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

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

4.14 Information and data to be completed in all respects

Accept that bid 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.

4.15 Closing time

Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Accept that proof of posting shall not be accepted as proof of delivery.

Accept that, if the employer extends the closing time stated in the bid data for any reason, the requirements of the standard conditions of bid in this part of ISO 10845 apply equally to the extended deadline.

4.16 Bid offer validity

4.16.1 Period of validity

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

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

4.16.2 Withdrawal of bids

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

Where a bid submission is to be substituted, submit a substitute bid in accordance with the requirements of 4.13 with the packages clearly marked as "SUBSTITUTE".

4.17 Clarification of bid offer after submission

Provide clarification of a bid offer during the evaluation of bid offers, in response to a request from the employer to do so.

Note: Such clarifications can include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of bidders or substance of bid offer is sought, offered, or permitted.

4.18 Other material

Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder's commercial position (including notarized joint venture agreements), Preferential arrangements, or samples of materials, considered necessary by the employer for 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 bid offer as non-responsive.

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

4.19 Inspections, tests and analysis

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

4.20 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.

4.21 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.

4.22 Returning other bid documents

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

5 THE EMPLOYER'S UNDERTAKINGS

The employer shall carry out the following undertakings:

5.1 Respond to requests from the bidder

Unless otherwise stated in the bid Data, respond to a request for clarification received up to five working days before the bid closing time stated in the Bid Data and notify all bidders who obtained procurement documents.

Consider any request to make a material change in the capabilities or formation of the bidding entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a bidder to submit a bid offer in terms of a previous procurement process.

Deny any such request if, as a consequence,

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

5.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date that bid documents are available until three days before the bid closing time stated in the Bid Data.

If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, shall then notify all bidders who drew documents.

5.3 Returning late bid offers

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

5.4 Opening of bid submissions

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

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

Make available, upon request, to all interested persons the record of bid parameters that are announced in respect of each bid received.

5.5 Two-envelope system

Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.

Evaluate the quality of the technical proposals offered by bidders, then advise 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 more than the minimum number of points for quality stated in the bid 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.

5.6 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 bid offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

5.7 Grounds for rejection and disqualification

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

5.8 Test for responsiveness

Determine, after opening and before detailed evaluation, whether each bid offer properly received:

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

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

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

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

5.9 Arithmetical errors, omissions and discrepancies

Check responsive bids for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

Check the highest ranked bid or bidder with the highest number of bid evaluation points after the evaluation of bid offers in accordance with 5.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

Notify the bidder of all errors or omissions that are identified in the bid offer and either confirm the bid offer as tendered or accept the corrected total of prices.

Where the bidder elects to confirm the bid offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other correction 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 bills of quantities apply) to achieve the tendered total of the prices.

5.10 Clarification of a bid offer

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

5.11 Evaluation of bid offers

5.11.1 Financial offer and quality

In the case of a financial offer and quality:

- a) Score each bid in respect of the financial offer made and the quality offered in accordance with the provisions of 5.11.7 and 5.11.8, rejecting all bid offers that fail to score the minimum number of points for quality stated in the bid data, if any.
- b) Calculate the total number of bid evaluation points (T_{EV}) in accordance with the following formula:

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

where:

N_{FO} is the number of bid evaluation points awarded for the financial offer made in accordance with 5.11.7;
 N_Q is the number of bid evaluation points awarded for quality offered in accordance with F.3.11.8.

- c) Rank bid offers from the highest number of bid evaluation points to the lowest.
- d) Recommend bidder with the highest number of bid 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 bid evaluation points and recommend the bidder with the highest number of bid evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

5.11.6 Decimal places

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

5.11.7 Scoring Financial Offers

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

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

where:

N_{FO} is the number of bid evaluation points awarded for the financial offer.

W_1 is the maximum possible number of bid evaluation points awarded for the financial offer as stated in the Bid Data.

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

Table 1 – Formulae for calculating the value of A^a

Formula number	Basis for comparison	Formula
1	Highest price or discount	P / P_m
2	Lowest price or percentage commission / fee	P_m / P
^a <i>P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the bid offer under consideration.</i>		

5.11.8 Scoring preferences

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

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

5.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Bid Data.

Calculate the total number of bid 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 bid evaluation points awarded for the quality as stated in the bid data.

5.12 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

5.13 Acceptance of bid offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the bid data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

5.14 Prepare contract documents

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

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

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

5.15 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.

5.16 Notice to successful and unsuccessful bidders

Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period.

After the successful bidder has been notified of the employer's acceptance of the bid, notify other bidders that their bid offers have not been accepted.

5.17 Provide copies of the contracts

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

5.18 Returning of bid securities

Return the securities to the successful bidder and unsuccessful bidders before the expiry period stated in the bid data or in the bid security.

5.19 Providing written reasons for actions taken

Provide upon request written reasons to bidders for any action that is taken in applying any of this part of ISO 10845, 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.

LESEDI LOCAL MUNICIPALITY

CONTRACT No: 21/2021

**THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER
PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG**

PART T2: LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

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NOTE:

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

T2.1 Returnable Schedules Required For Bid Evaluation Purposes

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Form 2.1.1 Schedule Of Constructional Plant

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

Note:

Submit proof of ownership of all plant listed in the schedule, and if hired, submit a letter of intent with registration certificates of the plant from the registered plant leasing entity.

DESCRIPTION, SIZE, CAPACITY AND WORKING CONDITION	NUMBER

DESCRIPTION, SIZE, CAPACITY AND WORKING CONDITION	NUMBER

Form 2.1.2 Size Of Enterprise And Current Workload

What was your turnover in the previous financial year? R_____

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

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough).

Description	Address	Area (m ²)

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following

Sector / Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE : If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

Form 2.1.3 Schedule of Labour Content

The bidder must complete a standard table reflecting the labour-force anticipated to be employed on this contract, including labour employed by sub-contractors.

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

Notes to Bidder:

- (1) Labour is defined as hourly-paid personnel.
- (2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in the specifications.

Form 2.1.4 Proposed Key Personnel and LIC NQF 5 Supervisors

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		NQF 7 Certified Yes / No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	
<u>HEADQUARTERS</u> Partner/Director					
Project Manager					
Other key staff (give designation)					
<u>CONSTRUCTION MONITORING</u> Site Agent					
Construction supervisor (give designation)					
Other key staff (give designation)					

List all LIC NQF 5 Supervisors

[illegible]

Form 2.1.5 Schedule Of Previous Work Carried Out By Bidder

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

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.

EMPLOYER (Name, tel no. and email address)	CONSULTING ENGINEER'S AGENT (Name, tel no. and email address)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION

Form 2.1.6 Financial Ability To Execute The Project

Provide details on the surety you will provide if the bid is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): _____
 - Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): _____
-
- Cash: _____

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

Month No.	Amount (VAT included)			Cumulative cash-flow
	a Received	b Payments made	a – b Net cash-flow	
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+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 it in here → → → → → →				

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate
- From what sources will you fund the above negative amount (e.g. Funds internally available, bank overdraft, loan, etc)

NAME OF BIDDING ENTITY

JOINT VENTURE / CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture / Consortium for the purpose of jointly bidding and obtaining the award of contract for **THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG**

and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2nd enterprise

..... %

.....

Full Name and address of 3rd enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture / Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture / Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the LLM, for the amount and period as stated in the Contract Data.

The Joint Venture / Consortium may not be terminated by any of the parties hereto until either:

- (a) the contract has been awarded to another bidder; or
- (b) the work undertaken by the Joint Venture / Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture / Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture / Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture / Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the LLM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture / Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures.

Form 2.1.8 Schedule Of Proposed Subcontractors

Regulation 9(1) of the Preferential Procurement Regulations, 2017 provides that :

1. Definitions

1.1 Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

The minimum required job creation target is 1.25 full time equivalent (FTE) jobs per million rand contract sum, where 1 FTE job is equivalent to 230 days of employment.

1.2 Target Group

For this project, the target group shall be based on the table below. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

The minimum required for subcontracting is 30% for targeted local enterprises, as condition of bid, the bidder must subcontract a minimum of 30% of the value of the contract to-

- a) an EME or QSE;
- b) an EME or QSE which is at least 51 % owned by black people;
- c) an EME or QSE which is at least 51 % owned by black people who are youth;
- d) an EME or QSE which is at least 51 % owned by black people who are women;
- e) an EME or QSE which is at least 51 % owned by black people with disabilities;
- f) an EME or QSE which is 51% owned by black people living in rural or under developed areas or townships;
- g) a cooperative which is at least 51 % owned by black people;
- h) an EME or QSE which is at least 51 % owned by black people who are military veterans; or
- i) more than one of the categories referred to in paragraphs (a) to (h).

1.3 Target Area

For this project, the target area is: Lesedi Local Municipality

Supporting Targeted Labour / Job Creation Calculation

The Bidder must complete the table below to reflect the anticipated jobs created in completing this Contract.

The minimum Job Creation content is as specified in SANS 10845-5.

Row No.	Description	A	B	C	D
		No. persons to employ	No. Days Employed	No. Labour Days (A x B)	No. FTE Jobs to Create (C/230)
1	Unskilled Labourers				
2	Semi-skilled Labourers				
3	Skilled Site Personnel (Operators, Section Leaders, Etc)				
4	Skilled Office Personnel (Clerks, Safety Agents, Laboratory Staff)				
5	Site Management Personnel				
6	Off-Site Office Personnel				
7	Other (Specify)				
8	Other (Specify)				
9	TOTAL (Sum Rows 1 to 8)				*
10	TOTAL Tendered Contract Price (from Form of Offer and Acceptance)				
11	Contractual Number of FTE Jobs to Create ((Row 10 / 1,000,000) x 1.0)				

Notes

1. * This amount should be greater than or equal to the amount in Row 11.
2. The bid will be non-responsive if the minimum job creation content is not achieved.
3. The above information will be monitored by the Employer's Agent during the construction phase. This undertaking by the Contractor will be part of the minimum Procurement Targets and penalties for non-conformance will be calculated according to those specified in the Bid Data.

SIGNED ON BEHALF OF THE BIDDER:

DETAILS OF BIDDING ENTITY'S BANK

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

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

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

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

. NOT APPLICABLE FOR THIS BID

DESCRIPTION
NOT APPLICABLE FOR THIS BID

NOT APPLICABLE FOR THIS BID

PAGE	DESCRIPTION
	NOT APPLICABLE FOR THIS BID

T2.2 Other Documents Required For Bid Evaluation Purposes

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Form 2.2.1 Tax Clearance Certificate Requirements

A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY OR TCS NUMBER THEREOF, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.

NAME OF BIDDING ENTITY

TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS)
MUST BE ATTACHED IN A SEPARATE DOCUMENT

Form 2.2.2 General Declaration:

I/We, the undersigned:

- (a) *bid to supply and deliver to LESEDI LOCAL MUNICIPALITY [hereafter "LLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) *agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) *further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;*
- (d) *confirm that this bid may only be accepted by the LLM by way of a duly authorised Letter of Acceptance;*
- (e) *declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) *declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the LLM and the undersigned;*
- (g) *certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) *acknowledge that the information furnished is true and correct;*
- (i) *accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the LLM that the claims are correct. If the claims are found to be inflated, the LLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the LLM as a result of the award of the contract and/or cancel the contract and claim any damages which the LLM may suffer by having to make less favourable arrangements after such cancellation;*
- (j) *declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months;*
- (k) *declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory;*
- (l) *declare that the signatory to the bid document is duly authorised;*
- (m) *agree that documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the LLM;*
- (n) *declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise (EME) from a registered auditor, accounting officer or accredited verification agency);*
- (o) *declare that the following responses to be true and correct:*

Does the bidder have participation in the submission of any other offer for the supplies / services described in the attached documents?

(Tick applicable box)

YES	NO
☐	☐

If YES the following information must be supplied:

- a. *The name(s) of the other Bidder(s) involved*
.....

.....
b. The full details of the Bidder(s) participation

.....
(p) declare that all of the information furnished is true and correct.

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

Name of Authorised Person:

Authorised Signature:

Name of Bidding Entity:

Date:

As witness: 1.

2.

NAME OF BIDDING ENTITY

Form 2.2.3 Declaration Of Interest

MBD 4

1. No bid 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 or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized 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 bid.
 - 3.1 Full Name of Owner of the Bidding Entity:
 - 3.2 Identity Number if applicable:
 - 3.3 Position occupied in the Company (Director, trustee, shareholder)
 - 3.4 Company Registration Number if applicable:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:

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

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

*Shareholder means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.

- 3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state*
(Tick applicable box)

- 3.8.1 If so, furnish particulars.

.....

YES	NO
☐	☐

.....
3.9 Have you been in the service of the state for the past twelve months?

(Tick applicable box)

YES	NO

3.9.1 If so, furnish particulars.
.....
.....

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.10.1 If so, furnish particulars.
.....
.....

3.11 Are you, aware of any relationship (close family member, partner or associate) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
(Tick applicable box)

YES	NO

3.11.1 If so, furnish particulars
.....
.....

3.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO

3.12.1 If so, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?
(Tick applicable box)

YES	NO

3.13.1 If so, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders or stakeholders of this company have any interest in any other company or business entity whether or not the latter is bidding for this contract?
(Tick applicable box)

YES	NO

3.14.1 If so, furnish particulars.

.....
.....

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

Full Name	Identity Number	Employee Number

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidding Entity

NAME OF BIDDING ENTITY

Form 2.2.4 Declaration For Procurement Above R10 Million (VAT Included)

MBD 5

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

- 1.1 Are you by law required to prepare annual financial Statements?**
(Tick applicable box)

YES	NO
☐	☐

If yes:

- 1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- 1.1.3 **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.**

- 1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?**
(Tick applicable box)

YES	NO
☐	☐

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 and 1.1.2 above for each of its financial years since commencing business.

- 1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.**

.....

- 2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?**

YES	NO
☐	☐

(Tick applicable box)

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

- 2.2 If yes, provide particulars.**

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

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

YES	NO

(Tick applicable box)

- 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

(Tick applicable box)

- 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 Bidder

NAME OF BIDDING ENTITY

Form 2.2.5 Declaration Of Bidder's Past Supply Chain Management Practices

MBD 8

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDING ENTITY

Form 2.2.6 Certificate Of Independent Bid Determination

MBD 9

- 1 This Form "2.2.6" must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This Form "2.2.6" serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form "2.2.6") must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**(BID NUMBER:/2020): THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE
OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG**

in response to the invitation for the bid made by:

LESEDI LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NAME OF BIDDING ENTITY

Form 2.2.7: Declaration For Municipal Accounts

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the LLM, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders.

- (i). I, the undersigned hereby declare that the signatory to this bid document; is duly authorised and further declare:
- (ii) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.
- (iii) The following account/s of the bidding entity has reference:

Municipality

Account number

.....
.....

(NB: If there is insufficient space above, please submit on a separate page)

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block.

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

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

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

NAME OF BIDDING ENTITY
Form 2.2.8: Authority of Signatory



AUTHORITY FOR SIGNATORY (COMPULSORY)

Please note that the sole proprietors or "one-person business" are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

"By resolution of the board of directors passed on _____ 20 _____

Mr. _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No. _____

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

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company / firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company / firm for the preference(s) shown and I / we acknowledge that:

- (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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:
ADDRESS
.....
.....

**ATTACH VALID BBBEE CERTIFICATE IN A SEPARATE DOCUMENT
OR COMPLETE THE AFFIDAVITS IN FORM 2.2.10**

Form 2.2.10: Sworn Affidavits for B-BBEE

Complete the relevant Affidavits below:

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black women owned;
- Based on the management accounts and other information available for the _____ Financial year, the income did not exceed R 10 000 000.00 (ten million rands);
- Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) **(select one)** _____ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

1. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

**ATTACH THE CENTRAL SUPPLIER DATABASE (CSD)
REGISTRATION SUMMARY REPORT IN A SEPARATE DOCUMENT**

LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 21/2021

FOR

**THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN
RATANDA EXTENSION 2, HEIDELBERG**

T2.3 Returnable Schedules That Will Be Incorporated In The Contract

CONTENTS

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Form 2.3.1 Form Concerning Fulfilment Of The Construction Regulations, 2003

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

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

YES	
NO	

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

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

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

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

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

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

5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

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

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS BID:

1 ID No.:

2 ID No.:

Form 2.3.2 Record Of Addenda To Bid Documents

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

	Date	Title or Details
1		Confirmatory notes of compulsory site/clarification meeting
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of LLM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected.

2. Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.

3. Size of enterprise and current workload

Evaluation of the bid's position in terms of:

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

4. Staffing profile

Evaluation of the bid's position in terms of:

- Staff available for this contract being tendered for
- Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience

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

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

6. Financial ability to execute the contract

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

- Surety proposed
- Estimated cash-flow
- Contact the bidder's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

7. Good standing with SA Revenue Service

Establish whether a valid original tax clearance certificate or copy thereof has been submitted with the Bid document on closing date of the bid. If no such Certificate or copy thereof has been submitted, the bid must be rejected. If a valid original tax clearance certificate has not been submitted, the bidder shall be requested in writing to submit a valid original tax clearance certificate by a specific date and at a specific venue. **NB.** A

failure to submit a valid original tax clearance certificate in terms of the afore-stated written request shall result in the rejection of the bid.

The bidder **must affix a valid original Tax Clearance Certificate or copy thereof**, to the **last page** of the bid document

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

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

NB:

If the bid does not meet the requirements contained in the LLM Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the LLM, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Adjudication using a Points System

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

For bids with a bid amount equal to or below R 50 000 000.00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE Status Level of Contribution. For bids with a bid amount above R 50 000 000.00 (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE Status Level of Contribution.

The LLM shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution calculated in accordance with the Preferential Procurement Regulations, 2017, unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

9. Remedies

The LLM must act in terms of paragraph 13 of the Preferential Procurement Policy Regulations, 2017, against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or any of the conditions of the contract have not been fulfilled.

Form 2.3.4 Preference Points Claim Form In Terms Of The Preferential Procurement Regulations, 2017**Regulation 14 of the Preferential Procurement Policy Regulations**

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

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

1. GENERAL CONDITIONS

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

- 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION (all applicable taxes included); and
- 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R 30 000 up to R50 000 000 (all applicable taxes included) and therefore the preference point system as per 1.4 shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

“all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

“comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

“consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“contract” means the agreement that results from the acceptance of a bid by an organ of state;

“EME” means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

“functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

“non-firm prices” means all prices other than “firm” prices;

“person” includes a juristic person;

“QSE” means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

“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;

“total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

“trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

“trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS
SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50MILLION

The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

8.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

9. SUBCONTRACTING AS CONDITION OF TENDER

- 9.1 If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- 9.2 If an organ of state applies subcontracting as contemplated in sub-regulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
- (a) an EME or QSE;
 - (b) an EME or QSE which is at least 51% owned by black people;
 - (c) an EME or QSE which is at least 51% owned by black people who are youth;
 - (d) an EME or QSE which is at least 51% owned by black people who are women;
 - (e) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (g) a cooperative which is at least 51% owned by black people;
 - (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
 - (i) more than one of the categories referred to in paragraphs (a) to (h).
- 9.3 The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

- 10.1 Name of company / firm:.....
- 10.2 VAT registration number:.....
- 10.3 Company registration number:.....
- 10.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership /Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close Corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 10.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
10.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

10.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

10.8 Total number of years the company/firm has been in business:.....

10.9 I / we, the undersigned, who is / are duly authorised to do so on behalf of the company / firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company / firm for the preference(s) shown and I / we acknowledge that:

- 1 The information furnished is true and correct;
- 2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 3 In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 4 If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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;
 - (iv) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule

- has been applied; and
- (v) forward the matter for criminal prosecution.

11. **Previous Experience**

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

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel No.

12 **Staffing Profile**

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

13 Infrastructure and Resources available to execute this contract

13.1 Physical Facilities

Description	Address	Area (m ²)

--	--	--

13.2 Plant and Equipment

Description : Plant and equipment owned (or to be rented)	Number of units

13.3 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

Name	Date/Position Occupied in Enterprise	ID Number (please attach certified copies of ID's	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/ enterprise owned
							Total	100%

13.4 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

Full Name	Identity (ID) Number (please attached certified copies of ID's)	% of business/ enterprise owned	Residential address

--	--	--	--

Form 2.3.5 General Information :

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?

(Tick applicable box)

YES	NO

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

(Tick applicable box)

YES	NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

(Tick applicable box)

☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS)

☐ A REGISTERED AUDITOR

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA

FOR THE GOODS/SERVICES/WORKS OFFERED?

(Tick applicable box)

YES	NO

(IF YES, ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture / Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture / Consortium, provide details on joint venture/ consortium partners:

Joint venture /Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture / consortium, provide for all joint venture / consortium members)

_____	_____
_____	_____

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture / consortium, provide for all joint venture / consortium members)

_____	_____
_____	_____

6. Company, Close Corporation, or trust registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, Close Corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).
8. For joint ventures / consortiums, the following must be attached:
- Written authority **of each JV / consortium partner**, for authorized signatory.
 - The joint venture / consortium agreement.
9. For Trusts the following must be attached
- a. Certified copy of the trust deed;
 - b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No. 57 of 1988;
 - c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust.

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES

(In the event of a joint venture / consortium, to be completed by all of the above of the joint venture / consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

NAME OF BIDDING ENTITY

EQUITY OWNERSHIP – (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

NOT APPLICABLE FOR THIS BID

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OHS LESEDI LOCAL MUNICIPALITY BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No. 37305 and Regulation Gazette No. 10113 of 7 February 2014.

PLEASE REMEMBER:

- (1) In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 6(2) or 7(2) of the Preferential Procurement Regulations, 2017, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 9 of the Preferential Procurement Regulations, 2017;***
- (2) In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 6(2) or 7(2) of the Preferential Procurement Regulations, 2017 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2017;***
- (3) ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF;**
- (4) IN THE CASE OF A JOINT VENTURE / CONSORTIUM, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE / CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;**
- (5) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT;**
- (6) BIDDERS OTHER THAN EMES MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTANTIATING THEIR B-BBEE RATING ISSUED BY A REGISTERED AUDITOR APPROVED BY IRBA OR A VERIFICATION AGENCY ACCREDITED BY SANAS.***

LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 21/2021

FOR

**THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE
IN RATANDA EXTENSION 2, HEIDELBERG**

PART C1: AGREEMENT AND CONTRACT DATA

<u>CONTENTS</u>	<u>PAGE</u>
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C1.4 Agreement In Terms Of The Occupational Health And Safety Act, 1993 (Act No. 85 Of 1993)	116

C1.1 Form Of Offer And Acceptance

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER

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

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

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

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

rand (in words);

R

(in figures),

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

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

FOR THE BIDDER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

Name and signature of Witness _____

Date _____

ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

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

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

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

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

FOR THE LLM:

Signature(s)

Name(s)

Capacity

LESEDI LOCAL MUNICIPALITY
(Name and address of organisation)

Name and signature of witness _____

Date _____

C1.2 Contract Data

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. (011) 805-5947/48/53 or requested on the email address civilinfo@saice.gov.za and website www.saice.gov.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.13	The Defects Liability Period is 365 days (<i>measured from the date of the Certificate of Completion</i>).
1.1.1.14	The time for achieving Practical Completion is 90 days (<i>measured from the Commencement Date</i>).
1.1.1.15	The Employer is LESEDI LOCAL MUNICIPALITY, represented by any Employee duly authorised thereto in writing.
1.1.1.16	The Employer's Agent is ECE ENGINEERS, represented by any Employee duly authorised thereto in writing.
1.1.1.26	The Pricing Strategy is: Re-measurement Contract.
1.2.1.2	The Employer's address for receipt of communications is: LESEDI LOCAL MUNICIPALITY P.O. BOX 201 HEIDELBERG 1438.
3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1. Clause 5.12: Extension of Time for Practical Completion 2. Clause 6.3: Variations 3. Clause 6.6.3: Expenditure of Contingency Allowance 4. Clause 10.1.5 The Employer's Agent shall rule on any claim lodged by the Contractor, but the final approval shall be upon written approval from the client in accordance with the standard documentation of processing claims.
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial Programme of Works (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) Construction Work Permit issued by Department of Labour

Clause	
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
5.8.1	The non-working days are Sundays. The special non-working days are: 1. Public holidays and voting days if published prior to the bid closing date. 2. The year-end break commencing and ending on dates as specified by SAFCEC. The 30 day period when the Construction work permit is awaited from the Department of Labour. (Note – no extension of time shall be applied for and approved during this waiting period. This period shall be deemed to be included in the contractor's programme.)
5.12.2.2	<i>ABNORMAL CLIMATIC CONDITIONS:</i> <i>EXTENSION OF TIME FOR PRACTICAL COMPLETION</i> As the work to be performed will be done over short periods of time, no extension of time will be given for abnormal weather. Special situations with special influence will have to be motivated to the Employer's Agent for consideration.
5.12.2.4	<i>DELETE AND REPLACE WITH:</i> "Any disruption of labour on site which is entirely beyond the Contractor's control".
5.12.3	<i>DELETE AND REPLACE WITH:</i> "If an extension of time is granted and for which compensation is payable in terms of the Contract, the Contractor shall be paid in accordance with the rates tendered for the extension of time at the closing of bids and in terms of the Contract."
5.13.1	The penalty for failing to complete the Works within the abovementioned time limit, plus approved extensions of time or condonation thereof is R 5 000.00 per calendar day.
5.16.3	The latent defect period is ten (10) years for civil engineering works.
6.8.2	Contract Price Adjustment: The contract shall be not subject to CPA Contract Price Adjustment. The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract. The value of "x" is 0.10 The values of the coefficients are: a = 0.35 Labour b = 0.15 Contractor's equipment c = 0.45 Material d = 0.05 Fuel The Province wherein the larger part of the Site is located is Gauteng. The applicable industry for the Producer Price Index for material is Diesel The area for the Producer Price Index for fuel is Witwatersrand - Fuel index area The base month is a month before the closing date.
6.8.3	Price adjustments for variations in the cost of special materials are allowed.

Clause	
6.10.1.5	The percentage advance on materials not yet built into the Permanent Work is 80%.
6.10.3	The limit of retention money is 10% of the Contract Sum.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R Nil.
8.6.1.3	The limit of indemnity for liability insurance is R 2 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.
10.5.3	The number of Adjudication Board Members to be appointed is three (3).

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 The Contractor is

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

E-mail:

Clause

1.2.1 The security to be provided by the Contractor shall be:

Performance guarantee of 10% of the Contract Sum.

6.5.1.2.3 The percentage allowance to cover overhead charges is%.

6.8.3 The variation in cost of special materials is the calculation of the price differences during the specific periods and escalating the prices on the basis of their respective indices.

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT ARE:

Clause

- 1.1.1.5 The contract shall come into effect when the employer issues a letter to the contractor stating that his bid has been accepted / the contract has been awarded to the contractor or upon receipt of the signed contract document by the contractor from the employer.
- 5.3.3 The Contractor shall not commence with the Works until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof.
- 5.14.1 Practical Completion
- Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day.
- 5.14.2 Issue of Certificate of Practical Completion
- The Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent.
- 5.14.4 Certificate of Completion
- Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent.
- 6.10.4 Payment and Related Matters
- In the third sentence replace " 28" with "30".

THE ADDITIONAL CONDITIONS OF CONTRACT ARE:

Clause

C3.1.7.1 Payment for the Labour-Intensive Component of the Works:

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2 Applicable Labour Law

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

C3.1.7.3 Introduction

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

In this document –

- (a) “*department*” means any department of the State, implementing agent or contractor;
- (b) “*employer*” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “*worker*” means any person working in an elementary occupation on a EPWP;
- (d) “*elementary occupation*” means any occupation involving unskilled or semi- skilled work;
- (e) “*management*” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “*task*” means a fixed quantity of work;
- (g) “*task-based work*” means work in which a worker is paid a fixed rate for performing a task;
- (h) “*task-rated worker*” means a worker paid on the basis of the number of tasks completed;
- (i) “*time-rated worker*” means a worker paid on the basis of the length of time worked.

C3.1.7.4 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis or contract basis.

C3.1.7.5 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work–
 - a. more than forty hours in any week
 - b. on more than five days in any week; and
 - c. for more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C3.1.7.6 Meal Breaks

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C3.1.7.7 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

C3.1.7.8 Daily Rest Period

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

C3.1.7.9 Weekly Rest Period

- (a) Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

C3.1.7.10 Sick Leave

- (b) Only workers who work for more than 24 hours have the right to claim sick-pay in terms of this clause
- (c) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (d) A worker may accumulate a maximum of twelve days' sick leave in a year
- (e) Accumulated sick-leave may not be transferred from one contract to another contract.
- (f) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (g) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (h) An employer must pay a worker sick pay on the worker's usual payday.
- (i) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (j) absent from work for more than two consecutive days; or
 - (k) absent from work on more than two occasions in any eight-week period.
- (l) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (m) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

C3.1.7.11 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
 - a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - b. if agreed to between employer and worker; or
 - c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

C3.1.7.12 Family responsibility leave

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

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

C3.1.7.13 Statement of Conditions

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

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

C3.1.7.14 Keeping Records

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

- (a) the worker's name and position;
- (b) certified ID copies of all locally employed labour
- (c) signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) in the case of a task-rated worker, the number of tasks completed by the worker;

- (g) in the case of a time-rated worker, the time worked by the worker;
- (h) proof of payments made to each worker.

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

C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A worker may not be paid less than the minimum EPWP wage rate of R170 per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- (c) A task-rated worker will only be paid for tasks that have been completed.
- (d) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (e) A time-rated worker will be paid at the end of each month.
- (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (g) Payment in cash or by cheque must take place –
 - a. at the workplace or at a place agreed to by the worker;
 - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c. in a sealed envelope which becomes the property of the worker.
- (h) An employer must give a worker the following information in writing –
 - a. the period for which payment is made;
 - b. the numbers of tasks completed or hours worked;
 - c. the worker's earnings;
 - d. any money deducted from the payment;
 - e. the actual amount paid to the worker.
- (i) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (j) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.1.7.16 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
 - a. repay any payment except an overpayment previously made by the employer by mistake;
 - b. state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c. pay the employer or any other person for having been employed.

C3.1.7.17 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
 - a. work in a way that does not endanger his/her health and safety or that of any other person;

- b. obey any health and safety instruction;
- c. obey all health and safety rules of the EPWP;
- d. use any personal protective equipment or clothing issued by the employer;
- e. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

C3.1.7.18 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.7.19 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

C3.1.7.20 Certificate of Service

On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

C3.1.7.21 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

C3.1.7.22 Provision of Hand-tools

- (a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

C3.1.7.23 Reporting

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) Plant utilization returns

C1.3 Form Of Guarantee

PRO FORMA

CONTRACT No.: 21/2021

WHEREAS LESEDI LOCAL MUNICIPALITY (hereinafter referred to as "the Employer") entered into, a Contract with _____ (hereinafter called "the Contractor") on the _____ day of _____ 20____ for the construction of _____ at _____

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

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

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

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

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

We hereby choose our address for the serving of all notices for all purposes arising here from as _____

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of _____

Address _____

C1.4 Agreement In Terms Of The Occupational Health And Safety Act, 1993 (Act No. 85 of 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

between **LESEDI LOCAL MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as _____

and

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

in his capacity as _____

WHEREAS the Employer is desirous that certain works be constructed, THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

- 4 In addition to the requirements of Clause 8.4 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE LLM:

WITNESS

NAME
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS

NAME
(IN CAPITALS)

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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20....., Mr/Ms _____ whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT No. 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY : _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS

NAME
(IN CAPITALS)

LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 21/2021

FOR

THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG

PART C2 PRICING DATA

Payment for the Labour-Intensive Component of the Works:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

LESEDI LOCAL MUNICIPALITY
CONTRACT No.: 21/2021

FOR

**THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE
IN RATANDA EXTENSION 2, HEIDELBERG**

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C2.1 Pricing Instructions

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

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

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

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 A price or rate MUST to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not.

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

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

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

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

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

9 Payment for the Labour-Intensive Component of the Works:

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

10 Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data
The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees.

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

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

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass

ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganeutron
MN-m	=	meganeutron-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

NB: PLEASE NOTE:

A. BID PRICES ARE TO BE FIRM.

B. IF THE BID PRICE(S) IS/ARE NOT FIRM THEN:

**NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE
ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES AS
FOLLOWS:**

1.

PERIOD ONE (01)

- **BID PRICE(S) MUST BE FIXED FOR THE 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID**

PERIOD TWO (02)

- **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)**

PERIOD THREE (03)

- **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)**

OR

2.

- **IN TERMS OF THE FOLLOWING FORMULA:**

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- The following index/indices must be used to calculate your bid price:

Index..... Dated.....Index..... Dated.....Index.....Dated.....

Index..... Dated.....Index..... Dated.....Index.....Dated.....

- FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

WHERE PRICES ARE SUBJECT TO RATE OF EXCHANGE VARIATIONS

- Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM No.	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

OR

3. Any other formula/index specified

QUOTED PRICE:

If any portion of the bid contains imported goods, that portion must be indicated (%) and based on a rate of exchange of, for evaluation purposes.

Bidders must note that the final rate of exchange will be the rate applicable on date of order.

PLEASE NOTE:

For bids that are estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included), all bidders are required to furnish -

- (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
- (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
- (3) **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.**
- (4) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
- (5) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

C2.2 Bill Of Quantities

<u>CONTENTS</u>	<u>PAGE</u>
SABS 1200 A : GENERAL	
SABS 1200 C : SITE CLEARANCE	
SABS 1200 D : EARTHWORKS	
SABS 1200 DB : EARTHWORKS (PIPE TRENCHES)	
SABS 1200 DK : GABIONS AND PITCHING	
SABS 1200 L : MEDIUM-PRESSURE PIPELINES	
SABS 1200 LB : BEDDING (PIPES)	

SUMMARY OF BILL OF QUANTITIES

CALCULATION OF BID SUM

Failure to provide rates / sums for ALL items in the Bill of Quantities will result in disqualification of bid

PRELIMINARIES AND GENERAL ITEMS

Bids whose cost for Preliminaries and General exceed fifteen percent (15%) of the value of the Actual Works (before VAT) excluding Contingencies will be disqualified during the evaluation for Price.

An EXCEL version of the Bill of Quantities has been provided.

Please take note of the Instruction below.

Where the Provisional Sum has been provided in the YELLOW Cell, DO NOT OVERWRITE the RATES.

The corresponding AMOUNT is obtained by doing the following:

- (a) Click the CELL with the AMOUNT for that provisional amount;
- (b) Check the FORMULA BAR;
- (c) Click the end of the entries in the FORMULA BAR;
- (d) Delete the last multiplication by Zero (or Remove the last *0, or Backspace twice); then
- (e) Click the Enter or Press the tick (✓) Button.

The AMOUNT will then reflect on that CELL.

REPEAT the process for all other Provisional items whose rates are in YELLOW Colours to calculate the AMOUNTS thereof.

LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 21/2021

FOR

THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG

PART C3: SCOPE OF WORK

<u>CONTENTS</u>	<u>PAGE</u>
C3.1 Description Of The Works	130
C3.2 Engineering	133
C3.3 Procurement	134
C3.4 Construction	135
C3.5 Health And Safety	187

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1 Description Of The Works

C3.1.1 LLMs Objectives

The Lesedi Local Municipality (LLM) continues to experience sewer pipeline problems ranging from frequent sewer overflows to lack of capacity to execute regular maintenance. This has utilized a lot of both human and material resources in efforts to attend to the overflows. The sewer overflows have had a negative impact on the Blesbokspruit River into which they flow untreated. The situation at the Ratanda Extension 2 sewer interlink has become untenable to both the nearby residents and the environment.

All maintenance operations have been hampered by the unavailability of manholes on some parts of the outfall sewer pipeline. Other manholes have been covered up by excess building material / debris that was dumped during the construction of the adjacent RDP houses. At most existing manholes, they were constructed almost flush with natural ground level, thereby permitting ingress of storm-water during floods and hence unnecessarily increasing the pipeline loading. Subsequent settlement of the sediment in the pipelines restricts capacity and flow velocities.

In an effort to improve access to basic sanitation and curb the leakages of sewer in Ratanda, the Municipality has dedicated funds for the upgrading of the existing outfall sewer pipeline in Ratanda Extension 2.

The objectives of the project are:

- (a) to upgrade the portion of the existing sewer pipeline;
- (b) to restore and maintain constant flow of sewer to the Treatment Works, free from overflows and blockages;
- (c) to reduce costs inflicted by general maintenance operations;
- (d) to ease the burden of frequent sewer overflow callouts the Municipality has endured;
- (e) to eliminate the stench that arises from the sewer overflows;
- (f) to remove foreign objects such as sand, bricks and animal skins that clog the pipeline; and
- (g) to educate the residents to use proper sanitation materials for cleaning excreta.

In order to achieve the above objectives, the scope as outlined in Overview of the Works below will need to be carried out. It entails:

- (i) The re-routing of the outfall sewer pipeline portions in Ratanda Extension 2;
- (ii) The extension of steel pipes across two sections over the Blesbokspruit River tributary;
- (iii) The upgrading of the existing manholes by raising the cover slabs above ground level;
- (iv) The clearing of the outfall sewer servitude and removal of the excess debris;
- (v) The installation of new manholes along the stretches where none exists or where the inter-manhole distance exceeds 70m;
- (vi) The cleaning by jetting of portions of the outfall sewer pipeline; and
- (vii) The securing of the outfall sewer pipelines on the approaches of the stream by means of gabions.

C3.1.2 Overview Of The Works

The work to be carried out in this project includes the following:

- Site clearance
- Trench excavations
- Class B bedding
- Pre-cast concrete manhole installation
- Sewer pipe laying
- Backfilling
- Gabion construction
- Reinstating fencing
- Jet cleaning of various feeder lines of the pipeline
- Finishing and Excess material removal from site
- Commissioning.

All the scope described and quantified below will be undertaken within the Lesedi Local Municipality.

- (a) Three hundred and ninety metres (390m) of re-routing of the outfall sewer pipeline portions in Ratanda Extension 2, using 200mm diameter uPVC pipes;
- (b) Twenty-four (24m) of stream crossing using 200mm diameter steel pipes;
- (c) Construction of five (5) new manholes, four with 1 metre diameter and the fifth with 1.2 metre diameter;
- (d) Bedding of four hundred metres (400m) with 19mm crushed stones;
- (e) Installation of missing manholes for over one thousand seven hundred metres (1 700m) along the existing outfall sewer pipeline;
- (f) Carting of excess overburden over outfall sewer pipeline servitude stretching five hundred metres (500m);
- (g) Elevating the existing manhole covers for approximately two kilometres (2 000m) of the outfall sewer pipeline;
- (h) Jet cleaning of two thousand six hundred metres (2 600m) of existing sewer pipeline;
- (i) Construction of Gabions in the proximity of the stream crossing; and
- (j) Reinstating of three hundred and fifty metres (350m) of residential diamond-mesh fences disturbed during the construction of the outfall sewer pipeline.

C3.1.3 Extent Of Works

The work to be carried out under this contract includes supply of equipment, material and labour requirements for the successful completion of the projects with the constraints of time, cost and quality.

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

The drawings included at the back of this document define the scope of this contract and indicate all work to be done. They may be supplemented by additional drawings to supply information regarding details of construction and exact lines, levels and depths.

The contractor is to co-ordinate all his operations and activities with the employer and other contractors working on the site, shall make timeous arrangements with the employer and other contractors to supply and position material and items to be built in or permanently covered up and shall afford the Employer and other contractors full access to the site and their work in progress at all reasonable times to enable them to complete their work before the completion date of this contract.

The Contractor shall take due care not to damage any of the work done by the Employer or other contractors and any such damage shall be repaired at his cost.

The contractor shall co-ordinate the cutting into and connecting of services to existing services with the Local Authority and obtain their prior approval for any work to be done in this regard.

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

C3.1.4 Location Of The Works

The targeted area is located along the outfall sewer pipeline from the Heidelberg Wastewater Works, the new Obed Nkosi Township and Ratanda Extension 2 in Heidelberg, Gauteng Province. Other areas within Lesedi Local Municipality may also be attended to as the need arises.

The six (6) segments of the sites are located at the positions listed in Part C4 (Site Information) of this document.

C3.1.5 Temporary Works

The temporary works will cater for accommodation of traffic (where necessary), barricading of the works from residents and protection of services as required in terms of the project specification.

The sewer will need to keep flowing all the time, hence there is a desperate need to have diversion pipelines or temporary collection ponds during the construction period.

C3.2 Engineering

C3.2.1 Design

Works designed by, per design stage:

Concept, feasibility and overall process	Consultant
Basic engineering and detail layouts to bid stage	Consultant
Final design approval for construction stage	Employer
Temporary works	Contractor
Preparation of "As-built" drawings	Contractor / Employer's Agent

- (a) The Consultant is responsible for the design of the Permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the Temporary Works and their compatibility with the Permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Employer's Agent in the compilation of the "As-built" drawings.

C3.2.2 LLM's Design

None. The Consultant is responsible for the design.

C3.2.3 Contractor's Design

Not applicable.

C3.2.4 Drawings

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

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

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

The Drawings prepared by the Consultant for the Permanent Works are listed and bound in a separate volume. The Consultant reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 List Of Drawings

Sewer Pipeline Layout
Details And Typical Drawings

C3.3 Procurement

C3.3.1 Preferential Procurement

C3.3.1.1 Requirements

The contract is for CIDB registered **6 CE** or higher Contractors. Acceptable bids will be evaluated by using a system that awards points on the basis of 80 points for bid price and 20 points for the B-BBEE rating.

C3.3.1.2 Resource standard pertaining to targeted procurement

Not applicable for this contract.

C3.3.2 Subcontracting

C3.3.2.1 Scope of mandatory subcontract works

The Contractor shall sub-let to local sub-contractors appropriate portions of the works that are designated in Clause C3.3.1.1 as being reserved for labour-intensive construction methods.

C3.3.2.2 Preferred subcontractors / suppliers

The Contractor shall be responsible for all work carried out by subcontractors on his behalf. The Employer's Agent will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his subcontractors.

C3.3.2.3 Subcontracting procedures

As per General Conditions of Contract.

C3.3.2.4 Attendance on subcontractors

As per General Conditions of Contract.

C3.4 Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable SANS 1200 Standardized Specifications

The following SABS 1200 Standardized Specifications for civil engineering construction are applicable:

SABS 1200 A	:	GENERAL
SABS 1200 C	:	SITE CLEARANCE
SABS 1200 D	:	EARTHWORKS
SABS 1200 DB	:	EARTHWORKS (PIPE TRENCHES)
SABS 1200 DK	:	GABIONS AND PITCHING
SABS 1200 L	:	MEDIUM-PRESSURE PIPELINES
SABS 1200 LB	:	BEDDING (PIPES)

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

C3.4.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also included hereunder:

PD	:	Building work
PLI	:	Labour Intensive

C3.4.1.3 National and International Standards

Not Applicable.

C3.4.1.4 Variations and Additions to the SANS 1200 Standardized Specifications

Variations and additions to the following SANS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.6.

C3.4.2 Site Establishment

The contractor must be aware that he may be required to de-establish and re-establish the site during the course of the project due to community unrest or any other reason.

C3.4.2.1 Services and facilities provided by the Employer

(a) Water sources

In other informal settlement there is water and others there is no reticulated water supply available in close proximity to the Site.

The Contractor shall, in accordance with the provisions of sub clause C3.4.2.2(b), and at his own cost, make all arrangements necessary for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment and for human consumption.

(b) Electricity supply

In other informal settlement there is electrical and others there are no reticulated electrical power supply available in close proximity to the Site.

The Contractor shall, in accordance with the provisions of sub clause C3.4.2.2(c), and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Employer's Agent, produce proof of such compliance.

(c) Excrement disposal

No water-borne sewage or other off-site excrement disposal systems are available in the vicinity of the Site.

(d) Area for contractor's site establishment (Example only)

The Site of the Works is restricted and the Employer has no suitable areas available where the Contractor may erect offices, workshops, stores and other facilities that he requires for the purposes of the Contract. The Contractor shall, at his own cost, be responsible for locating and making all arrangements necessary for securing an area suitable to meet his needs in respect of the erection of the Contractor's offices, stores and other facilities, including the facilities to be provided for the Employer's Agent in accordance with the Contract.

Any potential area proposed by the Contractor shall be within reasonable proximity to the Site of the Works and its location shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld.

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Employer's Agent

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Employer's Agent and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Employer's Agent to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.

(i) Office accommodation

The Employer requires site offices for the use by himself and his Agents with regard to the proper execution of their respective duties. Only a single set of site offices for the Employer will be required.

There might, however, be a requirement for the facilities used by one of the Employer's Agents to be located on a separate site from that of the Employer's other facilities.

The Employer's Agent and the Employer's Agent's Representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the

Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

(ii) Carports

The Contractor shall provide on (1) carports for the exclusive use of the Employer's Agent, in accordance with the requirements of sub clause PSAB 3.3 of section C3.4.6 of the scope of Works.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **six** (6) persons at site meetings. The Employer's Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) Contract name boards

EPWP signboard

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

The Contractor shall provide, erect and maintain (1) contract name board at such positions and locations as are directed by the Employer's Agent, in accordance with the requirements set out in SABS 1200 AB (as amended).

The Contractor shall before ordering or manufacturing any such contract name boards, obtain the Employer's Agent's written approval in respect of all names and wording to appear on the contract name boards.

(v) Survey equipment and assistants

- Survey equipment

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

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 100 metre Stilon tape measure;
- 1 ± 2 kg hammer.

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

- 1 tacheometer with tripod;
- 1 survey staff for tacheometer;
- 1 Distomat, complete with tripod, fully charged battery and all appurtenant accessories.

- Survey assistants

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

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Employer's Agent's staff.

Where required by the Employer's Agent, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(vi) Telephone facilities

The Contractor shall, in accordance with the requirements of subclasses PSAB 4.1 and PSAB 5.4 of the Project Specifications, provide on Site for the duration of the Contract, the following telephone facilities for the use of the Employer's Agent and his Representative:

- Telkom telephones

- Number of separate exchange lines (numbers): Nil
- Number of telephone hand-sets required: Nil

- Cellphones

Number of cellphones required: One (1)

(ix) Electricity supply for the Employer's Agent

All electricity supply to the Employer's Agent's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Employer's Agent.

The Contractor shall be liable for and pay to the Employer's Agent on demand, all costs that the Employer's Agent may incur in the repair or replacement of any electrical equipment provided by the Employer's Agent on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Sub-clause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

(x) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(d) Excrement disposal

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

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

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

C3.4.2.4 Permits and wayleaves

The Contractor shall not be responsible to obtain all the wayleave required for this Contract. The Employer's Agent is.

C3.4.2.5 Features requiring special attention

(a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

(b) Testing and quality control

(i) CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY

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

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

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

(ii) ADDITIONAL TESTING REQUIRED BY THE EMPLOYER'S AGENT

In addition to the provisions of sub clause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Employer's Agent shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in sub clause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Employer's Agent shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employer's Agent, and copies of the test results shall be promptly submitted to the Employer's Agent.

(iii) COSTS OF TESTING

(a) Tests in terms of sub clause C3.4.2.5(c)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub clause C3.4.2.5(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the

Employer to the Contractor in respect of any testing carried out in terms of sub clause C3.4.2.5(c)(i).

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

(b) Additional tests required by the Employer's Agent

The costs of any additional tests required by the Employer's Agent in terms of sub clause C3.4.2.5(b)(i): Additional testing required by the Employer's Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) **Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Employer's Agent will not become involved.

(d) **Opening up and closing down of designated borrow-pits**

Measurement and payment for opening up and closing down designated borrow-pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SABS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of sub-clause 5.2.2.2 of SABS 1200 D regarding the opening up, maintenance and closing down of borrow-pits shall be adhered to.

(e) **Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17.1 of the Conditions of Contract.

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

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Employer's Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(f) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Employer's Agent's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 1600hrs on the same day.

(g) Labour-intensive competencies of supervisory and management staff

Contractor having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour-intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme, for the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-intensive Construction systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain roads	 one of these 3 unit standards be used
		Use Labour -intensive Construction Methods to Construct and Maintain HUMAN SETTLEMENT Services	
		Use Labour-intensive Construction methods to Construct, Repair and Maintain Structures	

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman / supervisor	4	Implement Labour-intensive Construction systems and Techniques	This unit standard must be completed, and
		Use Labour-intensive Construction Methods to Construct and Maintain Roads	any one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain HUMAN SETTLEMENT Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative who is resident on the site)	5	Manage Labour-intensive Construction Processes	Skills Programme against this single unit standard

13.(h) Employment of unskilled and semi-skilled workers in labour-intensive works

(i) REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

- (1) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 10845-5, Participation of Targeted Labour.
- (2) The rate of pay set for the EPWP is R 170.00 per task or per day.
- (3) Tasks established by the contractor must be such that:
 - (aa) the average worker completes 5 tasks per week in 40 hours or less; and
 - (bb) the weakest worker completes 5 tasks per week in 55 hours or less.
- (4) The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 13(h) 1.1.3.
- (5) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:
 - (aa) where the head of the household has less than a primary school education;
 - (bb) that have less than one full-time person earning an income;
 - (cc) where subsistence agriculture is the source of income;
 - (dd) those who are not in receipt of any social security pension income.

14. (ii) SPECIFIC PROVISIONS PERTAINING TO SANS 10845-5

(1) **Definition**

Targeted labour: Unemployed persons who are employed as local labour on the project.

(2) **Contract participation goals**

- (aa) There is a specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- (bb) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

(3) **Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 10845-5, written contracts shall be entered into with targeted labour.

(4) **Variations to SANS 10845-5**

- (aa) The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the contractor.
- (bb) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

(III) **TRAINING OF TARGETED LABOUR**

- (1) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (2) The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training will take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant provincial office of the Department of Labour (DOL) in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.
- (3) A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works – Cinderella Makunike, Fax: 012 328 6820 or email cinderella.makunike@dpw.gov.za, Tel: 083 677 4026.
- (4) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- (5) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- (6) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of 1.3.4 above.

- (7) Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

(i) Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract

period and any deviations therefrom shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No. 75 of 1997, as determined by the Department of Labour.

(j) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

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

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal workings days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent two (2) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed to the Employer's Agent in terms of Sub clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(k) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties

encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

(l) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(m) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Employer's Agents, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.5 Extension of time due to abnormal rainfall

- (a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (N_w - N_n) + (R_w - R_n)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:
If V is negative and its absolute value exceeds N_n , then V shall be taken as equal to minus N_n .
When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

N_w = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

N_n = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

R_w = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

R_n = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor $(N_w - N_n)$ shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor $(R_w - R_n)/X$ shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

- (b) The rainfall records at various nearby rainfall stations, are to be obtained from the South African Weather Services, and the monthly averages (R_n and N_n) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for R_n and N_n in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of R_n and N_n indicated in the table.

- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Employer's Agent, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Employer's Agent, the Employer's Agent shall be entitled to witness the reading of the gauge.
- (d) The Contractor's claims in terms of Sub clause 42.2 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Employer's Agent monthly; provided always that
- (i) the period allowed to the Contractor in terms of Clause 48 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and
- (ii) the 28-day period allowed to the Employer's Agent in terms of Sub clause 42.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with sub clause C3.4.2.6(a) above; provided always that

- (i) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Sub clause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;
 - (ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Employer's Agent, shall not be taken into account in the calculation of the monthly "V" values;
 - (iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
 - (iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for N_n and R_n .
- (f) The Employer's Agent shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the " N_n " values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.
- (g) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 42 and Clause 48 of the Conditions of Contract.

C3.4.3 Plant And Materials

C3.4.3.1 Plant and materials supplied by the employer

Employer will not supply any plant or materials.

C3.4.3.2 Materials, samples and shop drawings

(a) Samples

Materials or work which do not conform to the approved samples submitted in terms of Sub clause 23.4 of the Conditions of Contract, will be rejected. The Employer's Agent reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Employer's Agent, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Sub clause 23.7 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 Construction Equipment

C3.4.4.1 Requirements for equipment

The Contractor to provide all construction equipment required for the execution of the project.

C3.4.4.2 Equipment provided by the employer

Employer will provide no equipment.

C3.4.5 Existing Services

C3.4.5.1 Known services

The contractor shall take all care all responsibility to ensure that no service within the construction area, visible or not visible, is damaged during construction process. Any cost that may arise from the damage to any services of whatsoever nature shall be solely borne by the contractor and shall in no way be reimbursed from the Employer's Agent or Employer.

C3.4.5.2 Treatment of existing services

Any service, of whatsoever nature, which might be discovered by the contractor within the construction area, shall immediately be reported to the Employer's Agent/Employer after discovery thereof. If such services will be affected by the construction process, the Employer's Agent will provide details on the adequate protection of such service or provide alternative design information and revised drawings to avoid damage to such services.

C3.4.5.3 Use of detection equipment for the location of underground services

The contractor shall use appropriate equipment or have adequate measures in place to detect possible underground services without any damage to such services. Items to allow for the cost of service detection are provided in the bill.

C3.4.5.4 Damage to services

Any cost that may arise from the damage to any services of whatsoever nature shall be solely borne by the contractor and shall in no way be reimbursed from the Employer's Agent or Employer.

C3.4.5.5 Reinstatement of services and structures damaged during construction

Any cost that may arise from the damage to any services of whatsoever nature shall be solely borne by the contractor and shall in no way be reimbursed from the Employer's Agent or Employer.

C3.4.6 Variations And Additions To Sabs 1200 Standardized Specifications And Particular Specifications

SABS 1200 A	:	General
SABS 1200 AB	:	Employer's Agent's office
SABS 1200 C	:	Site Clearance
SABS 1200 D	:	Earthworks
SABS 1200 DB	:	Earthworks (Pipe Trenches)
SABS 1200 DK	:	Gabions and Pitching
SABS 1200 L	:	Medium-pressure Pipelines
SABS 1200 LB	:	Bedding (Pipes)

The following variations and additions to the SABS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following

these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200 to which the variation or addition thereto applies.

PSA3 GENERAL (SANS 1200 A)

MATERIALS

PSA3-1 QUALITY OF MATERIAL

Add the following:

All materials are to be the best of their respective kinds, new, undamaged, sound and free from defects and shall comply with the relevant clauses of the Specification. **All cast in situ and precast concrete must be free from defects and cracks (including hairline cracks) any structure found to be with any of the defects including cracks will be rejected by the Employer's Agent or his/her representative.**

All references to Standard Specifications are to the latest amendment to such specifications.

Materials bearing the SABS or BS mark will not be subjected to tests to determine whether they comply with the relevant specifications. The Employer's Agent may in his discretion require any material not bearing such a mark to be tested in accordance with the relevant specifications; should he do so the Contractor shall arrange for such tests to be carried out at the Contractor's cost by the South African Bureau of Standards or other approved body.

Whether or not the material bears the mark or is tested, any material found not to be in accordance with the specification would be rejected and replaced by the Contractor at his own cost.

Bidders may be required, at their own expense to submit samples of the material offered to the Employer's Agent for his approval and the material supplied under this contract shall be of a standard equal to that of the samples so submitted and approved. Samples will remain the property of the Bidders, who shall remove them when called upon to do so by the Employer's Agent.

PSA4 PLANT

PSA4-1 Medical facilities and safety equipment

The suitable first aid services required in terms of Sub-Clause 23(2) of the General Conditions of Contract and Sub-clause 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 to occur 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. (Sub-clause 4.2)

The suitable sanitary services required by the General Conditions of Contract, shall be of the bucket or chemical type and shall be readily accessible to workers at all areas of the site.

The Contractor shall make all the necessary arrangements with the relevant local authority for the disposal of the contents of the toilets on a regular basis.

PSA5 CONSTRUCTION

PSA5-1 Drawings and details

Bid drawings shall not be used for construction purposes. Construction drawings and additional detailed information will be made available to the Contractor as and when required by him.

PSA5-2 Survey

PSA5-2.1 Setting out of the Works. (Sub-clause 5.1.1)

Before commencing any construction, the Contractor shall check the relative positions and levels of all reference pegs, bench marks and line pegs and inform the Employer's Agent of any discrepancy.

The Contractor shall advise the Employer's Agent of any conflict between the position of any part of the Works and an existing feature.

PSA5-3 Safeguarding and accommodation of traffic

(ref. PSA8-7, PSDB8-2)

With reference to Sub-clause 5.2 of SANS 1200 A, the Contractor shall, in addition to the requirements of Sub-clause 5.1.6 of SANS 1200 D, as amended by PSD5-2, carry out and maintain such temporary works and provide all temporary road signs, temporary bridging, pipes, deviations and the like, as are necessary to maintain and safeguard the normal flow of public and private, vehicular and pedestrian traffic.

Unless the closing of streets, accesses and thoroughfares has been properly arranged, the Contractor shall accommodate and provide for through traffic, traffic at crossings and vehicular access to houses and buildings at all times. If necessary, safe ramps to mount road kerbs shall be provided where traffic is to be diverted.

PSA5-4 Existing services (Sub-clause 5.4)

PSA5-4.1 Action by Contractor (Sub-clause 5.4)

(ref. PS4PRO, PSA8-9, PSDM8-5)

Various services are known to exist on the site. Their approximate 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 services that are not shown on the drawings exist on the site.

All services, in particular cables, shall be treated as live until proven otherwise.

Before commencing any excavation for trenches or road works in a specific area, the Contractor shall locate all existing services with the co-operation of the relevant authority, and 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 Employer's Agent.

In addition to the requirements of Sub-clause 5.4 the Contractor shall deal with the crossing of known existing services by:

- a) Notifying to the Employer's Agent's Representative and the relevant authority 48 hours prior to executing the work.
- b) Serving notice on the resident, occupier and/or owner of every property affected at least 36 hours in advance of any temporary disconnection, advising the nature, time and duration.
- c) Excavating by hand, under the supervision of the Employer's Agent's Representative and/or the authority involved, on the line of the trench up to 2m, or such for the distance as may be necessary, in both directions from the indicated position to locate the exact position of the services.

PSA5-4.2 Work done by service authorities

(ref PSA8OTH)

The Contractor shall give assistance to service authorities with the location, protection, alteration and/or removal of services controlled by that authority.

PSA8 MEASUREMENT AND PAYMENT

PSA8-1 Method of measurement, all sections. (Sub-clause 8.1.1.)

In the second line of Sub-clause 8.1.1, after the words "standardized specification or in" add: "the measurement and payment clause of the standard specification, particular specification or".

PSA8-2 Time-related items. (Sub-clause 8.2.2)

Notwithstanding the stipulation of Sub-clause 8.2.2, an approved extension of time will only entitle the Contractor to payment in terms of Sub-clause 42(4) of the General Conditions of Contract.

PSA8-3 Facilities for Employer's Agent. (Sub-clauses 8.3.2.1 and 8.4.2.1)

Payments for "Operation and maintenance of facilities for the Employer's Agent", in accordance with Sub-clause 8.4.2.1, will not be authorized by the Employer's Agent until the name-boards have been erected and approved.

PSA8-4 Sums stated provisionally by Employer's Agent (Sub-clause 8.5)

Amend the penultimate sentence of Sub-clause 8.5 to read:

"The percentage rate for (b)(2) above shall cover the Contractor's overheads, charges and profit on the work covered by the sums provisionally stated for (b)(1) above. Payment will be made on the basis of the sums actually paid for such work, exclusive of VAT."

PSA8.4.5 COMMUNITY LIAISON OFFICER (CLO)

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

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

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

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

PSA8-5 Prime cost items. (Sub-clause 8.6)

Amend the penultimate sentence of Sub-clause 8.6 to read:

"The percentage rate for (b) shall cover the Contractor's overheads, charges for taking delivery and profit on the supply of materials or goods covered by the sums stated in (a) above. Payment will be made on the basis of the sums actually paid for such materials or goods, exclusive of VAT."

PSA8-6 Daywork (Sub-clause 8.7)

Provisional 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 allowance on the net cost.
- c) The Contractor's own plant at hourly rates for various types.

Tendered unit rates or unit rates that are agreed in terms of Sub-clause 40(4) of the General Conditions of Contract for the Contractor's own plant used for Daywork shall cover the full cost of the use of such plant and shall therefore, in addition to the items listed in Sub-clause 8.7, cover the cost of plant operators, consumable stores, fuel and maintenance.

- d) Hired plant as a Provisional Sum with a percentage allowance on the net cost.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire, which allowance will cover the Contractor's own overhead costs and profit.

PSA8-7 Dealing with traffic (Sub-clause 8.8.2)

Dealing with traffic, the maintenance of access, protection at level crossings and other requirements of PSA5-3 will be covered by Items A1.3 and A2.3.

PSA8-8 Existing services: work carried out by service authorities. (Sub-clause 8.8.4)

(ref. PSA5-4.2, PSL8-9)

A Provisional Sum is included in the Schedule of Quantities, under Item A4.1 to cover the cost of work on existing services carried out by service authorities.

The cost of work carried out by the relevant service authorities, such as locating, protection and temporary or permanent deviation of existing cables, pipes, overhead services, etc., shall be paid by the Contractor. The Contractor

shall arrange with such authorities to have the accounts forwarded directly to him, and shall settle the accounts forthwith, after which the recoverable sums will be paid under the appropriate Provisional Sum item.

The Contractor's costs in connection with work carried out by service authorities will be measured and paid separately under Item A4.2 as a percentage of the actual amount paid, excluding VAT. The percentage shall cover the costs of all administrative and supervisory costs and profit, as well as the cost of the Contractor's liaison and aid to the authorities in locating and protecting the abovementioned services and any other costs resulting from the work of the authorities.

PSA8-9 Dealing with existing services

Existing services will not be measured individually. Payment will be made by lump sum. The sum tendered for dealing with existing services shall cover:

- the costs of meeting the requirements of Sub-clause 8.3.5 of SANS 1200 DB,
- the cost of meeting the requirements of PSA5-4 (excluding the careful excavation to locate a service further than 2 m from the indicated position),
- the costs arising from the limiting influence of existing aboveground and underground services on the Contractor's activities,
- dealing with and protecting poles affected by excavations and dealing with and working below overhead wires,
- the cost of dealing with and protecting existing services,
- the costs of delays and interruptions in the progress of the work which arises from dealing with and protection of existing services.

Careful excavation carried out by the Contractor on the instruction of the Employer's Agent to locate and expose existing services of which the exact location is not known, or where the existing service is found to be a further than 2,0 m from the position indicated, will be measured by volume. The rate shall cover all costs of materials, labour and plant, including specialist detecting equipment required to locate and expose the service.

PSA8-10 Dealing with water

The cost of supplying and operating the equipment for dewatering of excavations and controlling of storm-water will be held to be included in the tendered sums for Items A1.3 and A2.3 and no separate payment will be made for this work.

PSA8-11 Freehaul and overhaul

(ref. PS5DIS)

Notwithstanding any clauses in any Standardized Specification or Standard Specification Section dealing with the definition, measurement and/or payment for transport, freehaul and/or overhaul, no measurement nor payment for overhaul will be made. All haulage will be considered to be freehaul and the cost thereof will be deemed to be covered by the rates for the provision or disposal of the applicable material.

PSA8-12 Miscellaneous items

An item which, in the payment clause column of the Schedule of Quantities, refers to this clause (PSA8-12), will be measured in the unit scheduled.

The sum or rate for such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

PSAB EMPLOYER'S AGENT'S OFFICE (SANS 1200 AB)

PSAB3 MATERIALS

PSAB3-1 Name-boards. (Sub-clause 3.1)

In Sub-clause 3.1, the third line, amend the words "South African Institution of Civil Employer's Agents" to read: "Lesedi Local Municipality."

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

Two name-boards, manufactured as specified in Sub-clause 3.1 and as shown in the, shall be provided, and shall be erected, plumb and level, in position as directed by the Employer's Agent.

PSAB3-2 Office building(s). (Sub-clause 3.2)

The Contractor shall provide and erect one office for the Employer's Agent in accordance with Sub-clause 3.2, in the position indicated by the Employer's Agent.

A concrete floor will be permitted for the office provided that it is covered with linoleum. All windows in the office shall be fitted with blinds and burglar proofing over the entire glazed area, and with fly screens over the openings.

In addition to the furnishings specified in Sub-clause 3.2, the following facilities shall be provided for the office:

- 1 x plan cabinet (steel) or suspension rack
- 2 x 15 A power sockets,
- 1 x 110 ℓ refrigerator,
- 1 electric kettle, 1 teapot and 6 cups, saucers and teaspoons,
- 1 x air-conditioner for warm/cool air, with a cooling capacity of at least 2,0 kW.

The toilet shall be of the chemical type.

PSAB3-3 Latrine and ablution facility

The Contractor shall provide, maintain and service one ablution room for the exclusive use of the Employer's Agent. This room shall be constructed as specified for the Employer's Agent's office, but shall be at least 4 m² in size and fitted with one flush toilet and one hand washbasin.

PSAB3-4 Protective clothing

The Contractor shall provide and replace when necessary six sets of safety helmets and rubber wellington boots (of sizes as required) to members of the Employer's Agent's site staff and his visitors.

PSAB4 PLANT

PSAB4-1 Survey equipment

The Contractor shall provide the following survey equipment for use exclusively by the Employer's Agent:

- a) 1 x tacheometer capable of reading to 20 seconds of arc, with tripod,
- b) 1 x Employer's Agent's automatic level with tripod,
- c) 2 x tacheometer staffs with staff bubbles,
- d) 1 x level staff with staff bubble,
- e) 2 x ranging rods,
- f) 1 x builder's spirit level of length 900mm,
- g) 1 x steel tape of length 30 metres,
- h) 1 x pocket tape of length 3 metres,
- i) 1 x steel level transfer plate,
- j) 1 x rectangular mirror, 300mm x 225mm, mounted on protective backed frame,
- k) 1 x elliptical mirror, 225mm x 150mm, similarly protected,
- l) 1 x elliptical mirror, 150mm x 100mm, similarly protected,
- m) 1 x 6V, 8-cell torch with spare batteries, and
- n) all steel and wood pegs, concrete, hammers, picks, etc., that the Employer's Agent may require.

PSAB4-2 Telephone. (Sub-clause 4.1)

The Contractor shall, subject to availability, install a telephone and fax machine in the Employer's Agent's office. The telephone shall have its own line to the exchange, separate from that of the Contractor's telephone, and shall be fitted with a lock. A cellular telephone is acceptable and the Contractor accepts responsibility for the additional cost of the Employer's Agent's official telephone calls both from and to the site.

The Contractor shall settle the accounts for all costs of installation, rental and official telephone calls and faxes during the construction period. (Ref. PSAB8-1)

PSAB4-3 Medical facilities and safety equipment

The Contractor shall make the first aid services and such personal safety equipment and facilities as are required in terms of PSA4-1, available to the Employer's Agent and his site staff.

PSAB5 CONSTRUCTION

PSAB5-1 Site instruction book

Throughout the construction period the Contractor shall supply a carbon quadruplicate book as a site instruction book.

This book shall be kept on Site and shall be accessible to both the Contractor and the Employer's Agent at all times. It shall be used:

- a) by the Contractor for providing the Employer's Agent 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 Employer's Agent for the 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.

PSAB5-2 Key personnel (Sub-clause 5.3)

The Contractor shall inform the Employer's Agent of the person whom he has charged with the duties with respect to the Site in terms of the Occupational Health and Safety Act and the person(s) who are in possession of a valid certificate of competency in first aid. The Contractor shall give copies of the minutes of the site safety meetings to the Employer's Agent.

PSAB5-3 Name-boards (Sub-clause 5.1)

The name-boards shall be removed by the Contractor before the issue of the Final Approval Certificate.

PSAB5-4 Assistants (Sub-clause 5.5)

In terms of Sub-clause 5.5, two suitable workmen, with a minimum qualifications of Matric (Grade 12), to be used as general assistants and to assist with control testing shall be made available to the Employer's Agent during working hours as and when required. As far as practical the same assistants shall be allocated to the Employer's Agent for the full duration of construction.

PSAB8 Measurement and payment

PSAB8-1 Telephone and fax machine or radio link

(ref. PSAB4-2)

Notwithstanding the requirements of Sub-clause 5.4, the Contractor shall be responsible for the costs of all official telephone and fax calls made by the Employer's Agent to a maximum amount of R 5 000 for the full construction period, as well as the costs of the installation and rental and for the provision of materials for the fax machine. In the case of a radio link the Contractor shall bear the full cost of installing and using the radio equipment. The sums tendered for Items A1.2 and A2.2 shall also cover these costs irrespective of the type of communication provided.

The provisional sum under Item A3.1 provides for payment of the cost of calls that exceed R 5 000, and, in addition, a commission on the amount paid under Item A3.1, will be paid under Item A3.2.

PSC SITE CLEARANCE (SANS 1200 C)

PSC5 CONSTRUCTION

PSC5-1 Areas to be cleared and grubbed. (Sub-clause 5.1)

Only the approved minimum area 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. Where excavations are required under existing concrete or brick paved areas the existing concrete surfacing shall be neatly cut with a suitable or brick surfacing shall be carefully removed, stacked and cleaned for reuse. Where excavations take place under road surfaces the bitumen surfacing shall be neatly cut with a suitable blade and the surfacing material removed within the limits of the excavation and discarded at the disposal site.

For the pipe trenches indicated by the Employer's Agent, generally 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 600 mm width (which shall be maintained alongside the trench) plus the width of access to the trench shall be cleared of vegetation.

All rubble on the Site shall be disposed of as directed in PSD5-4.

PSC5-2 Conservation of topsoil. (Sub-clause 5.6)

Topsoil up to a depth of 150 mm, if available, shall be removed from the above specified cleared areas and stockpiled on approved sites for later reuse. Until required for spreading, the stockpiles of topsoil material shall be stabilized by watering or other approved means.

PSC5-3 Demolition of existing manholes, catch-pits, chambers and pipe outlets

(ref. PSC8-2)

Where shown on the drawings or ordered, manholes, catch-pits, chambers and pipe outlets shall be demolished. All metal fittings shall be salvaged and delivered to the Employer's yard. All other rubble shall be disposed of to the approval of the Employer's Agent.

The resulting void shall be backfilled with material of a quality, and compacted to a density, at least equal to that of the adjacent material.

PSC8 MEASUREMENT AND PAYMENT

PSC8-1 Removal of pipes. (Sub-clause 8.2.7)

In addition to the requirements of Sub-clause 8.2.7, the rate shall cover the cost of locating the pipeline and any additional costs of excavation and backfilling not covered by other normal rates for excavation and backfilling under SANS 1200 DB.

PSC8-2 Demolish existing manholes, catch-pits, chambers and pipe outlets. (Sub-clause 8.2.8)

(ref. PSC5-3)

In addition to the requirements of Sub-clause 8.2.8 the rate shall cover the cost of excavation and demolition of the scheduled unit, salvaging and delivery of metal fittings, complete removal of all rubble from the Site, and the supply of material for and backfilling of the voids so formed, including compaction, all to the satisfaction of the Employer's Agent.

PSC8-3 Removal and conservation of topsoil. (Sub-clause 8.2.10)

The rate tendered for the removal of in situ topsoil shall, in addition to the items listed in Sub-clause 8.2.10, also cover the cost of stabilizing and protecting the stockpiles of topsoil.

PSD EARTHWORKS (SANS 1200 D)

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

REPLACE “Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)” WITH “Occupational Health and Safety Act, 1993 (Act 85 of 1993).”

REPLACE SUB-PARAGRAPH (a) AND (b) WITH THE FOLLOWING AND ADD SUB-PARAGRAPH c):

- a) adequately protected by a barrier or fence comprising fluorescent orange plastic netting of height at least 1 000mm and as close to the excavation as practicable; and
- b) provided with notice boards marked “CLOSED – GESLUIT” at each end of closed or partially closed roads; and
- c) provided with flashing orange lights, placed at 15m intervals along the barricading at night.

ADD THE FOLLOWING TO THIS SUBCLAUSE:

Should the Contractor fail to provide adequate lighting, signing and barricading, access to properties, or leave the site in a dangerous condition, the Employer’s Agent shall be entitled to suspend all work under the Contractor until in the Employer’s Agent’s opinion the Contractor’s obligation in these respects have been fulfilled and/or arrange for any emergency work to be carried out by some other agency and to deduct the cost of this work from any monies due to the Contractor.

PSD 5.1.1.2 Safeguarding of excavations

REPLACE “Machinery and Occupational Safety Act” IN SUB-PARAGRAPH (a) WITH “Occupational Health and Safety Act, 1993 (Act 85 of 1993).”

ADD THE FOLLOWING TO SUB PARAGRAPH (d):

Loose ground, materials, tools and appliances shall be kept clear of the edge of the excavations and a pathway at least 0,30 m shall be left clear along the edge of the excavation.

PSD 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE AS FOLLOWS:

Where blasting is resorted to, it shall be carried out strictly according to Explosives Act and Regulations 1956 (Act No. 26 of 1956, as amended). However, in no case will blasting be allowed if a reasonable possibility exists of injury to any foundation, wall, pipe, cable or any structure, complete or partly complete. Where the Employer’s Agent considers blasting to be dangerous, the same shall not be permitted and his decision shall be final and binding.

Wherever blasting is permitted and resorted to in the vicinity or within the limits of existing townships, roads, etc., it shall only be executed under the cover of sufficient earth backfill, heavy wire mesh screens or rubber matting of adequate weight and area to prevent the blasted material from being ejected from the trench. If any damage should occur, the Contractor shall carry out remedial work arising from such damage and will be held to have allowed therefore in his price.

The Contractor shall undertake such blasting so that the Peak Particle Velocity (PPV) as measured at the closest point to the existing outfall sewer and or building structure shall not exceed 25mm/s. Each blast shall be monitored and the findings recorded by an appropriately qualified explosives expert using a suitably calibrated apparatus. The Contractor shall also timeously inform the relevant inspectorate and obtain the required blasting permit from the South African Police Services, Division of Explosives before proceeding with any blasting on site. If in the opinion of the Employer's Agent, the Contractor makes careless use of explosives, he may forbid the Contractor the use of explosives.

It is a condition that should blasting result in the disturbing of material outside the trench, the Employer's Agent will require the Contractor to remove the disturbed material and backfill it to a compaction standard of the natural in-situ material. All this work for correcting areas of disturbed material will be done at the Contractor's cost.

The schedule rate for hard rock excavation shall cover all costs incurred in connection with supply, transportation, storage and handling of explosives, the related blasting costs and any remedial work should this be required.

PSD 5.1.1.4 Hard rock excavation without using explosives

ADD THE FOLLOWING TO THIS CLAUSE:

It is a condition that should blasting result in the disturbing of structures outside the trench, the Employer's Agent will require the Contractor to remove the rock material by means of pneumatic or hydraulic breakers, e.g. jack-hammers or wood-peckers.

The schedule rate for hard rock excavation without using explosives shall cover all costs incurred in connection with supply of specialist equipment, the transportation to and from the site as well as the removal and disposal of the hard material should this be required.

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

"The exposure by the Contractor of underground services, as required in terms of sub-clause 5.4 of SANS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Employer's Agent.

Unless otherwise instructed or agreed by the Employer's Agent, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

- (a) In roadways: 93% Mod AASHTO density; and

- (b) In all other areas: 90% Mod AASHTO density.

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layer-works in accordance with the provisions of sub-clause 5.9 of SANS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with sub-clause PSA 8.8.4.

Payment in respect of reinstating layer-works in roadways will be made in accordance with sub-clause 8.3.6.1 of SANS 1200 DB.”

PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

PSD 5.1.2.3 Protection during construction

Further to the requirements of sub-clause 5.4.2 of SANS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of sub-clause 5.4.2 of SANS 1200 A (as amended), immediately notify the Employer’s Agent thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimize the occurrence of any further damage occurring.”

PSD 5.1.2.4 Negligence

- a) *DELETE SUB-CLAUSE 5.1.2.4*

PSD 5.1.3 Storm-water and Groundwater

ADD THE FOLLOWING TO THE SUB-CLAUSE:

“The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the drawings and shall at his own cost provide the temporary drainage required to protect the Works.”

PSD 5.1.4 Nuisance

PSD 5.1.4.3 Excavated material not to endanger or interfere

AMEND THE CLAUSE AS FOLLOWS:

“A safe, clear path shall be kept open at all times for pedestrians. Equipment, materials and waste shall be stored, stockpiled or removed in such a manner that pedestrians are not endangered and that

the nuisance level is kept to a minimum. If construction activities occupy the whole footway and verge area so that pedestrians are forced to walk in the traffic lane, adequate protection from traffic shall be provided.

Where instructed by the Employer's Agent or where the Works impose a danger to traffic or pedestrians, the Contractor shall at his own cost remove off Site excavated material to temporary stockpiles (approved by the Employer's Agent) and the return to Site, excavated material for use as backfill or bedding."

ADD THE FOLLOWING NEW SUBCLAUSE:

PSD 5.1.4.4 Open Trenches

Unless otherwise permitted and where relevant, not more than the 100m of trench in one place shall be opened ahead of the completed and backfilled pipeline."

PSD 5.1.5 Reinstatement and Maintenance of Roads

ADD THE FOLLOWING TO THE SUB-CLAUSE:

"Where crossings have been made, the roads shall be reinstated in accordance with the details specified in sub-clause 5.9 of SANS 1200 DB."

PSD 5.1.6 Road Traffic Control

DELETE THE SECOND SENTENCE OF SUBCLAUSE 5.1.6

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. The rate tendered for item 8.3.5 will be deemed to include the cost of a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

REPLACE THE CONTENT OF PARAGRAPH (e) WITH THE FOLLOWING:

"Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material.

Where excavations have been carried out in hard material, the Employer's Agent may direct the over-excavation to be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall re-trim the excavations if necessary and, unless other remedial measures are agreed to by the Employer's Agent, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

PSD 5.2.2.3 Disposal

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"The Contractor shall provide all necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of, and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

Payment to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at such sites will be made in accordance with the provisions of sub-clause PSD 8.3.14."

ADD THE FOLLOWING SUBCLAUSE IN SUBCLAUSE 5.2.2:

PSD 5.2.2.4 Selection and stockpiling

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for the particular purpose to which the said approval or designation relates, nor that all material in the borrow pit or source should be used for the particular purpose. The Contractor shall select suitable material from that borrow pit or source, discard unsuitable material and reserve material for other purposes as necessary.

The Contractor shall organize and carry out his operations in such a manner as will prevent the contamination of suitable embankment and backfill material with unsuitable materials. Any excavated material which becomes, in the Employer's Agent's opinion, unsuitable for use in embankments or backfill as a result of contamination, shall be disposed of in a manner acceptable to the Employer's Agent and shall be replaced by the Contractor with materials acceptable to the Employer's Agent, all at the Contractor's cost."

PSD 5.2.5 Transport for earthworks

REPLACE THE CONTENT OF SUBCLAUSE WITH THE FOLLOWING:

"The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor's tendered rates and prices for the excavation of the materials. No separate compensation shall apply for the transportation of excavated materials."

PSD 7 TESTING

PSD 7.2 TAKING AND TESTING OF SAMPLES

REPLACE THE CONTENT OF THIS SUBCLAUSE WITH THE FOLLOWING:

“The Contractor shall arrange with the approved independent laboratory by the Contractor to carry out sufficient tests on a regular basis as agreed between him and the Employer’s Agent to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specifications and shall submit the results of these tests to the Employer’s Agent in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value.”

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.1 Site preparation

REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

“Where site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply.”

PSDB EARTHWORKS (PIPE TRENCHES) (SANS 1200 DB)

PSDB 3 MATERIALS

PSDB 3.5 BACKFILL MATERIALS

ADD THE FOLLOWING PARAGRAPHS TO SUBCLAUSE:

“(c) Cement-stabilised backfilling

Backfilling shall, where directed by the Employer’s Agent, be stabilized with 5% cement. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

(a) Soil-crete backfilling

The aggregate for soil-crete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to acquire a consistency that allows the mixture to be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary.”

PSDB 3.7 SELECTION

REPLACE THE WORDS “If he so wishes” IN THE FIRST LINE OF THE SECOND PARAGRAPH WITH THE WORDS “at his own cost.”

PSDB 5 CONSTRUCTION

PSDB 5.1 PRECAUTIONS

PSDB 5.1.2 Storm-water, Seepage and Dewatering of Excavation

PSDB 5.1.2.3 Sloping ground

ADD THE FOLLOWING SENTENCE AT THE END OF THE PARAGRAPH:

“All trench excavations on sloping embankments shall be backfilled in accordance with 5.6.2 over the full extent of the actual trench excavation and to the original embankment ground level.”

PSDB 5.1.3 Accommodation of traffic and access to properties

REPLACE THE SEMICOLON AND THE WORD “and” AT THE END OF THE SUBCLAUSE 5.1.3 (a) WITH A FULL STOP AND REPLACE ITEM (b) WITH THE FOLLOWING:

- “(b) Where necessary to achieve compliance by the Contractor with his obligations to provide and maintain pedestrian and vehicular access to properties affected by the works, the contractor shall construct and maintain to the satisfaction of the Employer’s Agent, such temporary access roads around, and/or steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties.

The Contractor shall make available on site at all times a sufficient number of steel plates at least 2.0m x 2.0m x 8mm thick to be laid across open trenches to provide access to private properties. The cost of providing, placing and removing the steel plates shall be included in the rates for trench excavation.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Except only where the Employer’s Agent has included in the Schedule of Quantities, particular payment items specifically therefore, the Contractor will not be paid directly for the construction and maintenance of temporary access roads and/or the provision and maintenance of bridges as aforementioned, and the costs thereof shall be deemed included in the Contractor’s tendered rates for excavation.”

ADD THE FOLLOWING NEW SUBCLAUSE TO SUBCLAUSE 5.1:

PSDB 5.1.5 Removal of existing pipelines

Where existing pipes have to be removed, they shall be carefully opened up by machine excavation to 300mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation. The excavation width shall comply with sub-clause 8.2.3.

The pipes shall be removed from the trench in a manner approved by the Employer’s Agent, and brought to the surface for inspection by the Employer’s Agent.

Pipes that are declared suitable for reuse and pipes declared unfit for reuse shall be dealt with in an applicable manner described in the specifications, or on the Drawings or on the Employer’s Agent’s instructions, as relevant.”

PSDB 5.2 MINIMUM BASE WIDTHS

ADD THE FOLLOWING SUB PARAGRAPH TO:

- c) Should the excavated trench width exceed the specified side allowance on each side of the pipe of 300mm by a value greater than 300mm, remedial measures shall be as directed and shall be provided at the Contractor’s cost unless it can be shown that such excess width is due to factors beyond the Contractor’s control.

Trench widths should be as near vertical as possible in order to minimize the quantity of selected fill material to be provided.”

PSDB 5.4 EXCAVATION

ADD THE FOLLOWING SUB CLAUSES:

PSDB 5.4.1 Principles

- a) The cost of trimming excavations by hand or machine shall not be paid for separately but shall be included in the rates tendered for excavation.
- b) All excavated material shall be kept within defined limits and shall, wherever possible, be deposited alongside the trench. The material shall be deposited so as to leave a clear strip of at least one metre between the edge of the trench and the excavated material and shall not cause undue inconvenience to traffic and property owners. The material shall be placed and kept well clear of all manhole covers, culvert in- and outlets, fire hydrants, benchmarks, stand pegs, fences, etc.
- c) To prevent vertical trench walls from collapsing, excavated material shall, wherever possible, not be stacked on the side of any underlying strata sloping down towards the trench and in this regard attention is specifically drawn to the shales sloping south to north in the Pretoria area.
- d) Excavations more than 1,5 m deep shall be adequately shored or braced to support the overhanging material and other loads which may occur. If the Contractor is of the opinion that shoring or bracing for an excavation of depth of more than 1,5 m is not necessary, he shall notify the Employer's Agent accordingly in writing, including a report from a professional Employer's Agent or a professional technologist competent in excavations. The report shall include the relevant laboratory tests.
- e) The Contractor shall provide all the open and close timbering, strutting and shoring required for the safety of the excavations and structures adjacent to the trenches, and shall be solely and wholly responsible for ensuring the adequacy of these measures for this purpose.

Without in any way affecting or detracting from the Contractor's responsibility, the Employer's Agent shall have the right to instruct the Contractor to provide additional or improved timbering, shoring or strutting where he considers this to be necessary. The Contractor shall have no claim for additional payment on this account.

The shoring method adopted shall be compatible with the soil type and the excavating, backfilling and pipe-laying methods adopted and shall not place any undue restrictions on the laying of the pipes.

Timbering and shoring shall be left in position until the Employer's Agent has authorised their removal.
- f) Shoring and bracing may not be necessary where the Contractor elects to slope the sides of the excavation to at least the maximum angle of repose measured relative to the horizontal plane, as determined by laboratory tests. Sloping of the sides could be combined with steps. The Contractor will submit the proposed excavation profile to the Employer's Agent for approval.
- g) The cost for shoring, bracing and sloping of the sides will be included in the rates tendered for excavation. The cost for the services of a professional Employer's Agent or a professional technologist, including the relevant laboratory costs, shall be included in the tendered rates.

- h) The Safety officer, or another competent person appointed by the Contractor in writing, shall inspect every excavation, including bracing and shoring:
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after substantial damage to supports; and
 - (v) after rain,

in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, the Employer, Employer's agent, contractor or employee upon request;
- i) Each excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, shall be
 - (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor."

PSDB 5.4.2 Hand Excavatability

PSDB 5.4.3 Excavation of Asphalt Surfaces

The existing asphalt road surfacing shall be saw-cut prior to excavation commencing for the full width of the trench as specified on the construction drawings so as to ensure a neat finish to the reinstated surfacing.

PSDB 5.6 BACKFILLING

PSDB 5.6.3 Disposal of Soft Excavation Material

DELETE THE EXISTING CLAUSE AND REPLACE WITH:

- (a) "The Contractor shall locate and negotiate for tipping sites for the disposal of surplus material and bear all costs in connection therewith. Arrangements for the consent of the owner of a property to deposit spoil and or temporary spoil thereon shall be confirmed in writing. Such arrangements shall be approved before being implemented. All spoil sites shall be neatly finished off and compacted to 90% of MOD.AASHTO density."

PSDB 5.6.6 Completion of Backfilling

ADD THE FOLLOWING:

- (b) Backfilling should not lag more than 50m behind the laying operation.

PSDB 5.7 COMPACTION

ADD THE FOLLOWING:

“Where pipelines cross existing gravel roads, backfilling shall be carried out as specified in Sub-clause 5.7.2 and payment therefore will be made under sub item 8.3.3.3.”

PSDB 5.9 REINSTATEMENT OF SURFACES

ADD THE FOLLOWING TO THIS SUB CLAUSE:

PSDB 5.9.2 Private Property and Commonage

The ground and paved surface of servitudes, parks, driveways, roadways and sidewalks shall be reinstated to at least the standard and conditions as existed previously.

Grass sods shall be cut out from the grassed areas to be excavated and shall be set aside, preserved and kept damp until used for reinstatement. All other material to be used for reinstatement shall be suitably stored for such purpose.

The rate for reinstatement of block paved surfacing shall include all costs for the supplying and laying of the surfacing. The rate shall also cover for taking brick paving out carefully, stockpiling and replacement with new if bricks are broken or damaged. The rate must furthermore provide for all plant, labour and material costs associated with the work.

The rate for reinstatement of asphalt or concrete paved surfacing shall include all costs for the saw cutting, supplying and laying of the surfacing. The rate shall also cover for removal and spoiling of the material. The rate must furthermore provide for all plant, labour and material costs associated with the work.

The width of any trench through an area paved with bricks or precast concrete units shall be the minimum practicable width that, in the opinion of the Employer's Agent, can be removed without cutting bricks or precast units.

PSDB 5.9.4 Bitumen roads: Sub-base and Base

DELETE THIS SUB CLAUSE AND REPLACE WITH THE FOLLOWING:

Johannesburg Roads Agency will reinstate all asphalt surfaces. Refer to PS 6.7.

ADD THE FOLLOWING NEW SUB CLAUSES:

“PSDB 5.9.7 Construction of Layers for Footways

The reinstatement of the paving blocks shall be the responsibility of the Contractor. The reinstatement and backfilling of pavement layers shall be done in accordance with PS 6.7

ADD THE FOLLOWING NEW SUB CLAUSES:

PSDB 5.9.8 Existing Kerbs and Channels

"Where excavations have to cross existing kerbs and channels, then:

- a) In the case of a precast kerb and channel the kerb, segmented paving blocks and channel shall be carefully removed and stored so as to avoid any damage to or theft of the kerb and channel, and replaced after the excavation has been backfilled. Any damage to or theft of the kerb and channel shall be made good by the Contractor at his expense.
- b) In the case of cast insitu or extruded insitu kerb and channel the kerb and channel shall be cut with a diamond tipped saw and carefully removed so as to avoid any damage to the remaining kerbs and channels. After the excavation has been backfilled the portion of kerb and channel removed shall be replaced with a cast insitu kerb and channel of the same profile as the existing kerb and channel."

ADD THE FOLLOWING NEW SUB-CLAUSE:

PSDB 5.11 LOCATION OF EXISTING SERVICES

- (c) Positions and details of known existing services as received from the various Departments are indicated on the Construction Drawings. Exact positions cannot be guaranteed by the Employer who will not be held responsible for any damages to any services. The Contractor shall excavate by hand to locate any such services and ensure that care is taken not to damage these services.

ADD THE FOLLOWING NEW SUB-CLAUSE:

PSDB 5.12 DEALING AND PROTECTING EXISTING SERVICES

All existing services, underground as well as above ground level, shall be protected by the Contractor in an appropriate manner, for the duration of the construction or as deemed necessary by the Employer's Agent, such that no damage to or interruption of the services shall occur.

ADD THE FOLLOWING NEW SUB-CLAUSE:

PSDB 5.13 GAS MAIN, ELECTRICITY AND TELECOMMUNICATION POLES

Gas mains, electricity and telecommunication poles along the pipe route are to be stabilised and protected prior to excavation and for the duration of construction.

ADD THE FOLLOWING NEW CLAUSE:

PSDB 5.14 TREES IN CONSTRUCTION PATH

Whenever possible any trees that lie within the construction path, shall not be removed and care shall be exercised to avoid damaging them. If the Contractor considers the removal of any tree unavoidable he/she shall obtain in writing the approval of the Employer's Agent and the Environmental Consultant prior to removal of any trees. Rates to cover removal and replacement where practical are provided in the schedule of quantities. A penalty of R1, 000.00 will be applied for any unauthorized or unnecessary damage to any tree which in the opinion of the Employer's Agent could have been avoided.

PSDB 7 TESTING

ADD THE FOLLOWING NEW SUBCLAUSE:

PSDB 7.2 INSPECTION AT INTERMEDIATE STAGES OF CONSTRUCTION

The Contractor shall call the Employer's Agent, giving him reasonable notice, to inspect the works at the following intermediate stages of construction:

- a) After completion of the trench excavation and preparation of the trench bottom and before any pipe is laid.
- b) After the selected backfill material has been placed around the pipe and before the remainder of the trench is backfilled.
- c) Before placing of premix on roads or any final surfacing on constructed footways. Work shall not progress through the specified stages without the approval of the Employer's Agent or his representative on site.

Failure to comply with the provision of this clause shall result in the suspension of the backfilling work until the testing has been approved by the Employer's Agent."

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.1 BASIC PRINCIPLES

ADD THE FOLLOWING PRARGRAPH:

"The basic principle of measurement and payment for earthworks for a pipe trench is that the rates tendered for excavation shall also cover the cost of trimming, handling and shoring or bracing as specified in clause PSDB 5.4".

PSDB 8.3 SCHEDULED ITEMS

PSDB 8.3.2 Excavation

- a) Excavate in all materials, for trenches, backfill compact and dispose of surplus material

ADD THE FOLLOWING SUB-ITEM:

The rate shall also cover the cost of excavating for trenches using labour intensive construction methods. The rate shall exclude the cost of removal of grass sods and compaction but shall include for the disposal of surplus/unsuitable material. The rate shall, in addition, cover the costs for compliance with the requirements of PSDB 5.4.1.

- b) Extra over item (a) above for:

ADD THE FOLLOWING AT THE END OF THE EXISTING SUB-ITEM 2:

"No payments will be made under sub items (1) and (2) in respect of any materials measured and paid for under sub item 3 below."

AND ADD THE FOLLOWING NEW SUBITEMS IN 8.3.2(b):

- (3) Hand excavation and backfill where ordered by the Employer's AgentUnit: m³

The unit of measurement shall be the cubic metre of material, measured in place according to the authorised dimensions, which was excavated by the hand on the specific prior written instructions of the Employer's Agent; provided always that the Employer's Agent's said instruction shall have stated that measurement and payment for such hand excavation will be in accordance with this item.

The tendered rate shall include full compensation for the additional cost, effort and time resulting from excavating in the respective materials using hand methods only.

The Employer's Agent shall not be obliged to authorise payment under this item in respect of any hand excavation carried out (whether ordered in writing or otherwise), which hand excavation was in any case necessary to achieve compliance by the Contractor with his obligations under the Contract to

- (i) utilize construction appropriate to the nature of the specific parts of the works; and/or
- (ii) protect existing structures and/or services; and/or
- (iii) comply with all prevailing legislation and regulations.

- (4) Cutting of premix and concrete surfaces.....Unit: m²

The cutting of premix and concrete surfaces shall be measured per square metre of cut as scheduled. Cutting of premix and concrete surfaces shall be done with a diamond tipped saw or by some other approved method. The depth of the cut shall be such that the adjoining premix and concrete surfaces are not disturbed when excavation takes place. The cutting of surfaces shall be done 100mm on either side of the trench.

- (5) Backfill stabilised with 5% cement where directed by the Employer's Agent.....Unit: m³

The unit of measurement shall be the cubic metre of backfill material, measured in place after compaction according to the authorised dimensions, which was stabilised on the Employer's Agent's instructions in accordance with sub-clause PSDB 3.5(c).

The tendered rate shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density.

- (6) Soil-crete backfill where directed by the Employer's AgentUnit: m³

The unit of measurement shall be the cubic metre of soil-crete placed on the Employer's Agent's instructions in accordance with sub-clause PSDB 3.5(d), measured in place according to the authorised dimensions.

The tendered rate shall include full compensation for supplying the cement and for selecting, mixing and placing the soil-crete as well as for the cost of shuttering if required."

PSDB 8.3.3 Excavation ancillaries

PSDB 8.3.3.3 Compaction in road reserves

REPLACE THE HEADING OF THIS SUBITEM WITH THE FOLLOWING:

“PSDB 8.3.3.3.3 Compaction in road crossings”

REPLACE THE SENTENCE, “The volume will be measured as specified in 8.2.2, 8.2.3 and 8.3.3.1”, WITH THE FOLLOWING:

“To determine the volume in the case of gravel roads, the depth will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket.

The rest of the trench shall be backfilled as specified in clauses 5.9.3, 5.9.4 and 5.9.5, as applicable, and payment will be made under item 8.3.6.1.”

PSDB 8.3.3.4 Overhaul

REPLACE THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:

“Measurement and payment shall be in accordance with sub-clause PSD 5.2.5.”

PSDB 8.3.4 Particular items

PSDB 8.3.4(a) Shore trench opposite structure or service

REPLACE THE HEADING OF THIS SUBITEM WITH THE FOLLOWING:

PSDB 8.3.4(a) Shore trench opposite structure or service for depths:”

ADD THE FOLLOWING AFTER THE LAST SENTENCE:

“Separate items will be measured for depths of trenches in increments of 1 m. The rate for each stated category shall cover the cost of shoring from ground level up to the full depth of the stated category. Payment for this item will only be made if written instructions were issued by the Employer’s Agent over and above the Standard Specifications for safety of excavations as specified in SANS 1200 DB, sub-clause 5.1.”

PSDB 8.3.4(b) Temporary works: Control water inflow from to

REPLACE THIS SUBITEM WITH THE FOLLOWING:

PSDB 8.3.4(b) Accommodation of existing flows for temporary or permanent connections or construction of new structures or pipe trenches:

- 1) (Description of item stated) Unit: Sum
- 2) Etc for other structures

The tendered sums shall include full compensation for any inconvenience suffered, for normal and exceptional risks, for unforeseen eventualities and for maintaining the accommodated flow as long as necessary and shall include for the design and construction of all necessary temporary measures such as additional clearing, grubbing, earthworks, culverts, structures, pipework, pumping, cleaning up and any other associated work that may be required as specified in Clause PS1.5. Where a temporary structure for the accommodation of an existing flow has been designed by the Employer's Agent and is to be constructed by the Contractor, payment for such structure shall, unless otherwise stated in the scheduled item, be made under the applicable sub items in this payment item."

PSDB 8.3.5 Existing services that Intersect or Adjoin a Pipe Trench

PSDB 8.3.5 a) Services that intersect a trench

ADD TO THE FIRST SENTENCE OF THIS SUB CLAUSE AS FOLLOWS:

After "Except where water pipes are to be recovered" add "*and water leads for erf connections need to be renewed*"

ADD THD NEW SUBCLAUSE PSDB 8.3.5 c) TO CLAUSE 8.3.5 AS FOLLOWS:

PSDB 8.3.5 c) Services that require special care

- 1) Description of service.....Unit: No.
- 2) Etc for other items.....Unit: No.

The Unit of measurement shall be the number of each service described. Electricity, telecommunication poles and water mains along the pipe route are to be stabilised and protected prior to excavation and for the duration of construction. The rate shall cover the temporary stabilization and protection of electricity and telecommunication poles.

ADD THD NEW SUBCLAUSE PSDB 8.3.6.2 TO CLAUSE 8.3.6 AS FOLLOWS:

PSDB 8.3.6.2 Reinstatement of surfacing for footways

- a) Brick paving Unit: m²
- b) Concrete paving Unit: m²
- c) Concrete slabs Unit: m²

The Unit of measurement shall be square metre of a reinstated. The rate for reinstatement of footway surfacing shall include all costs for careful removal, replacement of damaged sections and laying of the surfacing using labour intensive construction methods. The rates shall include for the lifting, stockpiling and replacement of broken or damaged bricks, blocks or slabs and shall provide for all plant, labour and material costs associated with the work.

The width of any trench through an area paved with bricks or precast concrete units shall be the minimum practicable width which, in the opinion of the Employer's Agent, can be removed without cutting bricks or precast units.

ADD THE NEW SUBCLAUSE PSDB 8.3.6.3 TO CLAUSE 8.3.6 AS FOLLOWS:

PSDB 8.3.6.3 Reinstatement of kerbs and channels.....Unit: m²

The unit of measurement shall be square metre of area reinstated. The rate shall cover the cost of all labour, plant and material required and shall also include for the disposal of all unsuitable materials.

ADD THD NEW SUBCLAUSE PSDB 8.3.6.3 TO CLAUSE 8.3.6 AS FOLLOWS:

PSDB 8.3.6.4 Reinstatement of grassed surfacesUnit: m²

The unit of measurement shall be square metre of area reinstated. The rate shall cover the cost of careful removal of grass sods to a minimum depth to a minimum depth of 100mm, stockpiling, maintenance for later re-use and reinstatement thereof.”

DELETE THIS SUBCLAUSE AND REPLACE WITH THE FOLLOWING:

PSDB 8.3.6.5 Reinstatement of fence

- a) Description of fence.....Unit: m
- b) Etc for other items

The unit of measurement shall be the metre of fence reinstated complete. The rate shall cover the full compensation, labour, material and ancillary works for the reinstatement.

PSDK GABIONS AND PITCHING

PSDK 3 MATERIALS

PSDK 3.2 Pitching

PSDK 3.2.1 Stone

REPLACE THE CONTENTS OF TABLE 2 WITH THE FOLLOWING:

“TABLE 2 SIZE AND MASS OF INDIVIDUAL STONES FOR PITCHING

1	2	3	4
Size/mass of pitching	Thickness of pitching Mm, min	Least dimension Mm, min	Mass kg, min
Extra heavy	600	300	180
Heavy	400	190	50
Medium	300	150	27
Light	200	110	11

PSDK 5 CONSTRUCTION

PSDK 5.3.3 Grouted pitching

*REPLACE THE WORDS “(Table 4)” IN THE SECOND LINE OF THE FIRST PARAGRAPH WITH
“(Table 2)”*

PSL MEDIUM-PRESSURE PIPELINES (SANS 1200 L-1983)

PSL 3 MATERIALS

PSL 3.7.2 Polyethylene Pipes

Replace this sub clause with the following:

HDPE pipes of diameter up to and including 63mm shall comply with the new ISO 4427 PE63 pipe. HDPE pipes greater than 63mm shall comply with the new SABS ISO 4427 PE80 pipe. Unless otherwise specified, pipes will be class 12.

PSL 3.7.3 High Impact PVC Pipes

Add the following new sub clause:

High impact class 16 PVC pipes conforming to SABS 1283 (alternatively ISO 4422) shall be used unless otherwise indicated. Jointing shall be effected by means of approved "press-on" shouldered ends and cast iron and steel Victaulic clamps including denso wrapping of joints with plastic wrap.

Where the cutting of any pipe is necessary, shouldered ends shall be fixed to the pipe by means of an approved machine capable of clamping the pipe without causing any damage to the pipe and pressing on the shouldered end by means of a hydraulic operated jack applying a uniform axial force to locate the shouldered end truly in position. The use of impact force to either the pipe or shouldered end will not be permitted. No on-site fixing of shouldered ends shall be permitted.

PSL 3.8.8 Victaulic joints

Add the following new sub clause:

Joints in PVC and medium steel pipelines shall conform to SANS 815: Standard specifications for shouldered end pipes, fittings and couplings.

PSL 3.10 Valves and hydrants

Delete the existing clause and replace with:

This specification does not necessarily cover every detail of the valves to be supplied under this Contract and the type or design of any detail not specifically mentioned is left to the discretion of the Contractor, provided that the complete equipment supplied complies with the specification.

All valves shall be to a standard acceptable to LLM .

All valves and appurtenant fittings shall be at least Class 12 which is suitable for dealing with a maximum working pressure of 1 600kPa. Where higher working pressures are experienced, depending on circumstances, Class 25 or Class 40 valves shall be used. Valves shall be able to open and close under an unbalanced pressure equal to the specified maximum working pressure.

All valves must have designed useful life of 45 years under operating conditions and valves shall be guaranteed for a period of five years from date of delivery.

Where a valve is abnormally deep under the final finished ground level, an extension shall be fitted to the valve stem to ensure that a normal length valve key can be used to operate the valve.

All valves shall be supplied complete with bolts, nuts, and gaskets.

PSL 3.10.1 Resilient seal gate valves

Add the following sub-clause:

Valves shall be in accordance with SANS 664: 1989 and bare the SANS mark (AVK valves or similar approved). The valves shall be suitable for 16 bar working pressure and each valve shall be tested to 32 bar for body test and to 16 bar for tightness. Valves shall be drop-tight at all pressures up to working pressure. The seal shall remain drop-tight in the possible event of particles up to a maximum diameter of 2mm being trapped between the gate and body.

The body shall be flanged at both ends to SANS 1123 (1 600kPa) and sufficient clearance shall be allowed between the body and the flange to allow the flange bolts to be tightened (refer SAE wrench clearance). A flow direction arrow shall be cast on the body of the valve.

The valves shall be provided with a straight, unobstructed body passage without any pocket and the gate shall be completely clear of the waterway in the fully open position. The sealing and gate guide areas shall be designed to eliminate deposits in the valve body. The gate guides shall be of substantial design to support the gate until the point of closure.

The valve spindle shall be forged from high tensile stainless steel in accordance with BS 970 Gr 431 S29 and shall be of the non-rising type, with facilities to replace the spindle seal (gland packing) under pressure. The spindle seals shall be housed in a corrosion resistant plastic bush.

The operating effort required to operate the valves against 16 bar shall be such that they can be easily operated by one man under all operating conditions.

Valves DN150 and smaller shall be fusion bonded epoxy powder coated to a dry film thickness of 150 micron. Valves DN 200 and larger shall be coated on the inside and on the outside with 2 coats of epoxy paint (Sigmaguard EHB or similar) to a dry film thickness of 250micron.

Valves larger than 300mm shall be geared and a bypass shall be provided.

All valves shall be capped and arranged for left hand closing.

PSL 5 CONSTRUCTION

PSL 5.1 Laying

PSL 5.1.4.2 Cover

Add the following to this sub clause:

The minimum cover to finished surface over water mains shall be 0.8m in trafficked areas and 0.6m elsewhere. At valves the depth of the pipeline shall be increased if necessary to ensure a minimum cover of 100mm over the valve cap. The cover shall be maintained as close as possible to the minimum without local sags or humps and shall not be increased above the minimum by more than 200mm without the approval of the Employer's Agent.

PSL 5.8 Brickwork in Chambers and Manholes

Add the following to this sub clause:

The joints of exposed faces shall be flush-trowelled, hard and smooth and shall be rubbed for the full width of the joint as the work proceeds to give a hard polished finish.

PSL 5.11 Work on Existing Mains

Add the following new sub clause:

Where connections are to be made to existing mains, the Contractor shall excavate back along the existing main only as far as is necessary to complete the connection satisfactorily and shall ensure that the existing mains are disturbed as little as possible. Backfilling shall be carefully placed and properly compacted beneath existing and new work to ensure that the mains, specials, etc. are properly bedded.

Work on existing mains and components of the reticulation system shall be carefully planned in consultation with the Employer's Agent. The work shall be carried out expeditiously to ensure that the disruption of services and inconvenience to the local residents is kept to a minimum.

PSL 5.12 Connection to the Existing Mains

Add the following new sub clause:

The Contractor shall supply all necessary fittings including steel flange adaptors suitable for a 100mm diameter on the one end, a different diameter high impact PVC Class 12 pipe at the other end and a reducer if necessary. The fittings shall be supplied complete with flanges drilled to SANS 1123 Table 1600/3

The Contractor shall confirm all measurement on site prior to ordering any pipe fittings.

PSL 5.13 Pipeline Renewal Work

Add the following new sub clauses:

5.13.1 General

All material recovered as a result of the repairs or replacement of the components shall be returned to the Contractors store where they shall be cleaned, sorted and listed. A list of the recovered material shall be handed to the Employer's Agent on a monthly basis. All recovered material shall be delivered to the Depot on a regular basis or at the end of the Contract as specified by the Employer's Agent.

PSL 5.14 Sterilizing of Water Mains

Add the following new clause:

All new water mains shall be sterilized at 10mg/l free chlorine for 12 hours and will then be thoroughly flushed.

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.2 Scheduled Items

PSL 8.2.1 Supply, bed, lay, complete with couplings, test and disinfect.

PSL 8.2.1 (a) High impact PVC Class 12 pipes to SABS 1283 Unit: m

The rate shall include all material, labour, tools and plant. The rate shall also cover for disinfecting the pipes and denso wrapping of joints with plastic wrap and Victaulic coupling to SABS 815.

PSL 8.2.1 (b) HDPE Class 12 pipes Unit: m

The rate shall include all material, labour, tools, plant and all necessary fittings. The rate shall also cover for disinfecting the pipes.

PSL 8.2.3 Extra over item 3.2.1 to 3.2.2 for the supplying, fixing and bedding of valves (RSV), flanged to SABS 664, left hand closing and non rising spindle (AVK valves or similar approved). Unit: No.

Add the following to the clause:

All material, fittings, labour, tool and plant with associated costs shall be included in the tendered rate. The rate shall cover the supply, fixing and installation of valves, fittings with the valve box/chamber and including the manhole cover in accordance with LLM Water details.

PSL 8.2.21 Connect to Existing Mains Unit: No.

Add the following new sub clause:

The connection of the new mains onto existing mains shall be measured by number of various diameters. The rate shall cover the cost of isolating, dewatering and exposing the existing main at the connection point, cutting out the section of the mains as required and making good the ends, backfilling and removal of surplus and unsuitable material including supply and installation of fittings and couplings.

PSL 8.2.22 Effect tie in by LLM Water depot staff, including all the necessary work and arrangements for shut downs Unit: Sum

Add the following new sub clause:

Following the approval by the Employer's Agents the Contractor shall submit an application for shutdowns to LLM not later than one week prior to the intended shutdowns. Any amendments to the shutdown schedule shall be subject to a week's notice given to LLM Water Department.

The following process shall be followed by the Contractor for tie-ins to existing pipes. This will be closely monitored the Employer's Agent and the Employer's Agent's representative:

For each installation expose the pipe to verify specified size and type of material for pipe and tie-in flanges. Report results to the Employer's Agent.

Plan and discuss shutdown schedule with the Employer's Agent, submit an application for a shutdown

Test operation condition of isolating valves, by pass pipelines and possible cross-district supply of affected zones. Arrange the presence of the LLM's operation manager during closure and testing of valves.

Propose, discuss and obtain approval from the Employer's Agent of contingency plans for alternative water supply for the area in case of failure during the tie-in process.

Expose the entire pipe length to be replaced

Supply all necessary fittings and equipment.

Pre-assemble the entire connection to ensure that all parts fit. Advise the Employer's Agent to attend an inspection of the pre-assembled connection prior to the tie in date.

Make provision and keep on site all necessary stand-by material, specials and equipment including a portable submersible pump to de-water the trench.

Effect tie-ins during off peak hours and only in the presence of the Employer's Agent.

The tendered rate shall include all labour, plant and equipment required to do the tie-in and arrangements for shutdowns.

PSL 8.2.24 Provide valve and water pipe marker in accordance with LLM Water's detail drawing
Unit: No.

The unit rate shall cover the costs for installation, material, labour, plant and equipment required for the marking

PSLB BEDDING (PIPES) (SANS 1200 LB)

PSLB 3 MATERIALS

PSLB 3.1 SELECTED GRANULAR MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

“Selected granular material shall have a PI not exceeding 10 and shall be free from sharp-ended particles or particles exceeding 19 mm in size.”

“Selected fill material shall have a PI not exceeding 15 and shall be free from sharp-ended particles or particles exceeding 19 mm in size.”

PSLB 3.3 BEDDING

ADD THE FOLLOWING:

“uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this sub-clause.”

PSLB 3.4 SELECTION

PSLB 3.4.1 Suitable material available from trench excavation

REPLACE THE WORDS “(but is not required)” IN THE FIFTH LINE WITH THE WORDS “(at his own cost)”.

PSLB 7 TESTING

PSLB 7.1 DENSITY

REPLACE THE SECOND SENTENCE IN THE FIRST PARAGRAPH WITH “The test will be carried out using the Troxler method.”

ADD THE FOLLOWING SUB-CLAUSE

PSLB 7.1.1 Submission of bedding compaction test results

The Contractor will be required to submit to the Employer’s Agent four (4) compaction test results of bedding for every 60metres or between manhole to manhole. Bedding will be compacted to 90% MOD AASTHO density. The compaction tests to be performed by the Troxler method.

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1 PRINCIPLES

ADD THE FOLLOWING TO THIS SUB-CLAUSE

PSLB 8.1.3 Volume of bedding materials

The volume of bedding material shall be measured net i.e. the volume of the pipe is to be deducted.

PSLB 8.1.5 Disposal of displaced material

DELETE THIS SUB-CLAUSE AND REFER TO CLAUSE PSDB 5.6.3:

PSLB 8.1.6 Free-haul

DELETE THE WORDS “of 0,5 km” IN THE FIRST LINE OF THIS SUBCLAUSE.

PSLB 8.2 SCHEDULED ITEMS

PSLB 8.2.1 Provision of bedding from trench excavations

DELETE THIS SUB-CLAUSE AND REPLACE WITH THE FOLLOWING:

Without the need for screening or other treatments:

- a) Selected granular material.....Unit: m³
- b) Selected fill material.....Unit: m³

The rates shall cover the cost of acquiring, from any point along the trench excavation as be Selected by the Employer's Agent within 5,0 km, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material within a free haul distance 5,0 km.

Including for screening and/or other treatment:

- a) Selected granular material.....Unit: m³
- b) Selected fill material.....Unit: m³

The rates shall cover the cost of screening by means of mesh sieves or otherwise treating excavated material, at any point along the trench excavation as may be selected by the Employer's Agent, in order to produce bedding that complies with the relevant specification, delivering it to points along the trench, within 5,0 km, spaced to suit the Contractor's methods of working, of making good any backfill deficiency there may be from points where screened backfill material has been acquired, and of disposing of displace material within a free haul distance of 5,0 km.

PSLB 8.2.2 Supply only of bedding by importation

PSLB 8.2.2.3 From commercial sources (Provisional)

ADD THE FOLLOWING SUB-SUBITEM TO THIS CLAUSE:

“(c) Special bedding material

- 1) Description of material..... Unit: m³ or m²
- 2) Etc for other items

The unit of measurement shall be the square metre or cubic metre of material as specified.

The rate shall cover the cost as specified for (a) and (b).” The rate shall include the cost of acquiring from commercial sources, transporting regardless of distance, off-loading and placing in the trench bottom clean where ordered by the Employer’s Agent.

ADD THE FOLLOWING SUB-SUBCLAUSE:

PSLB 8.2.6 Compaction Test

Compaction testing using the troxler method.....Unit: No.

C3.5 Health And Safety

THE LLM's OCCUPATIONAL HEALTH AND SAFETY ACT CONSTRUCTION REGULATION SPECIFICATION

SCOPE

*This part of the specification has the objective to assist principal contractors entering into contracts with **LESEDI LOCAL MUNICIPALITY** that they comply with the Occupational Health and Safety (OH&S) Act, No. 85 of 1993. Compliance with this document does not absolve the principal contractor from complying with minimum legal requirements and the principal contractor remains responsible for the health and safety of his employees and those of his Mandatories. Principal and other contractors should therefore insist that this part of the specification form part of any contract that he may have with other contractors and/or suppliers.*

This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that principal contractors and other contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health.

GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

1 Hazard Identification and Risk Assessment (Construction Regulation 7)

1.1 Risk Assessments

*Paragraph 4 contains a generic list of risk assessment headings that have been identified by **LESEDI LOCAL MUNICIPALITY** as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to contractors intending to bid.*

1.2 Development of Risk Assessments

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 5(1).

The risk assessment shall include, at least:

- *the identification of the risks and hazards to which persons may be exposed*
- *the analysis and evaluation of the risks and hazards identified*
- *a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified*
- *a monitoring plan and*
- *a review plan*

Based on the risk assessment, the principal contractor shall develop a set of site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to The Department before construction on site commences. Despite the risk assessments listed in paragraph 4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline

risk assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

1.3 Review of Risk Assessment

The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor shall provide the Department, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 2.1.3.

2 Legal requirements

A principal contractor shall, as a minimum, comply with:

The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.

The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.

Where work is being carried out on a "mine", the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

3 Structure and Responsibility

3.1 Overall Supervision and Responsibility for OH&S

It is a requirement that the principal contractor, when he appoints contractors (Sub-contractors) in terms of Construction Regulations 5(3), 5(5), 5(9), 5(10) and 5(12) includes in his agreement with such contractors the following:

- *OH&S Act (85 of 1993), Section 37(2) agreement: "Agreement with Mandatory"*
- *OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms.*

3.2 Further (Specific) Supervision Responsibilities for OH&S

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note that it is a generic list only and is intended for use as a guideline.

Ref. Section/Regulation in OHS Act

Batch Plant Supervisor

(Construction Regulation 6(1)

Construction Vehicles/Mobile Plant/Machinery Supervisor

(Construction Regulation 21)

Demolition Supervisor

(Construction Regulation 12)

Drivers/Operators of Construction Vehicles/Plant

(Construction Regulation 21)

Electrical Installation and Appliances Inspector

(Construction Regulation 22)

<i>Emergency/Security/Fire Coordinator</i>	<i>(Construction Regulation 27)</i>
<i>Excavation Supervisor</i>	<i>(Construction Regulation 11)</i>
<i>Explosive Powered Tool Supervisor</i>	<i>(Construction Regulation 19)</i>
<i>Fall Protection Supervisor</i>	<i>(Construction Regulation 8)</i>
<i>First Aider</i>	<i>(General Safety Regulation 3)</i>
<i>Fire Equipment Inspector</i>	<i>(Construction Regulation 27)</i>
<i>Formwork & Support work Supervisor</i>	<i>(Construction Regulation 10)</i>
<i>Hazardous Chemical Substances Supervisor</i>	<i>(HCS Regulations)</i>
<i>Incident Investigator</i>	<i>(General Admin Regulation 29)</i>
<i>Ladder Inspector</i>	<i>(General Safety Regulation 13A)</i>
<i>Lifting Equipment Inspector</i>	<i>(Construction Regulation 20)</i>
<i>Materials Hoist Inspector</i>	<i>(Construction Regulation 17)</i>
<i>OH&S Committee</i>	<i>(OHS Act Section 19)</i>
<i>OH&S Officer</i>	<i>(Construction Regulation 6(6))</i>
<i>OH&S Representatives</i>	<i>(OHS Act Section 17)</i>
<i>Person Responsible for Machinery</i>	<i>(General Machinery Regulation 2)</i>
<i>Scaffolding Supervisor</i>	<i>(Construction Regulation 14)</i>
<i>Stacking & Storage Supervisor</i>	<i>(Construction Regulation 26)</i>
<i>Structures Supervisor</i>	<i>(Construction Regulation 9)</i>
<i>Suspended Platform Supervisor</i>	<i>(Construction Regulation 15)</i>
<i>Tunnelling Supervisor</i>	<i>(Construction Regulation 13)</i>
<i>Vessels under Pressure Supervisor</i>	<i>(Vessels under Pressure Regulations)</i>
<i>Working on/next to Water Supervisor</i>	<i>(Construction Regulation 24)</i>
<i>Welding Supervisor</i>	<i>(General Safety Regulation 9)</i>

In addition The LLM requires that a Traffic Safety Officer be appointed. The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of appointments shall be submitted to The LLM. All changes shall also be communicated to The LLM.

The principal contractor shall, furthermore, provide the LLM with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site. Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a competent construction safety officer.

3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the principal contractor employs more than 20 persons (including the employees of other contractors (subcontractors) he has to appoint one OH&S representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

3.4 Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a checklist and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

3.5. Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

4 Administrative Controls and the Occupational Health & Safety File

4.1 The OH&S File (Construction Regulation 5(7))

As required by Construction Regulation 5(7), the principal contractor and other contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 3)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID Insurer (Construction Regulation 4(g))
- OH&S plan agreed with the Client including the underpinning risk assessment/s and method statements (Construction regulation 5(1))
- Copies of OH&S committee and other relevant minutes
- Designs / drawings (Construction Regulation 5(8))
- A list of contractors (subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment/designation forms as per paragraphs 2.1.1 and 2.1.2.
- Registers as follows:
 - Accident / Incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register
 - Asbestos demolition and stripping register
 - Batch plant inspections
 - Construction vehicles and mobile plant inspections by controller
 - Daily inspection of vehicles, plant and other equipment by the operator/driver/user
 - Demolition inspection register
 - Designer's inspection of structures record
 - Electrical installations, -equipment and -appliances (including portable electrical tools)
 - Excavations inspection
 - Explosive powered tool inspection, maintenance, issue and returns register (incl. cartridges and nails)
 - Fall protection inspection register
 - First aid box contents
 - Fire equipment inspection and maintenance
 - Formwork and support work inspections
 - Hazardous chemical substances record
 - Ladder inspections
 - Lifting equipment register
 - Materials hoist inspection register
 - Machinery safety inspection register (incl. machine guards, lock-outs etc.)
 - Scaffolding inspections
 - Stacking and storage inspection
 - Inspection of structures
 - Inspection of suspended platforms
 - Inspection of tunnelling operations
 - Inspection of vessels under pressure
 - Welding equipment inspections
 - Inspection of work conducted on or near water

- All other applicable records including traffic safety officer reports.

The Department will conduct an audit on the OH&S file of the principal contractor from time-to-time.

5 Notification of construction work (Construction Regulation 3)

Employers Agent will notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to The LLM for record keeping purposes.

6 Training and competence

The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited service providers shall be used for OH &S training. The principal contractor shall ensure that his and other contractors' personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

7 Training and competence

OH&S liaison between the client, the principal contractor, and the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph 2.3.5. In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their supervisors, OH&S representatives and the OH&S committee. The principal contractor shall be responsible for the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or his/her agent, exchange of information between contractors, the reporting of hazardous / dangerous conditions / situations etc. The principal contractors' most senior manager on site shall be required to attend all OH&S meetings.

8 Checking, Reporting and Corrective Actions

8.1. Monthly Audit by Client (Construction Regulation 4(1)(d))

The Department will conduct monthly audits to comply with Construction Regulation 4(1)(d) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S plan.

8.2. Other Audits and Inspections by The LLM

The Department reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

8.3 Contractor's Audits and Inspections

The principal contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S management system as well as with this specification.

8.4 Inspections by OH&S Representative's and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

8.5 Recording and Review of Inspection Results

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

9 Accidents and incidents investigation

The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register listed in paragraph 2.4.1.

The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

10 Reporting

The principal contractor shall provide the LLM with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

OPERATIONAL CONTROL

1 Operational Procedures

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

- to be conversant with Regulations 8 to 29 (inclusive)
- to comply with their provisions
- to include them in his OH&S plan where relevant.

2 Emergency Procedures

Simultaneous with the identification of operational procedures (per paragraph 3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.

3 Personal & Other Protective Equipment

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed*
- Where the employee has patently abused or neglected the equipment leading to early failure*
- Where the employee has lost the equipment.*

All employees shall, as a minimum, be required to wear the following PPE on any EPWP projects:

- Protective overalls*
- Protective footwear*
- Protective headwear*
- Eye / face protection.*

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls*
- Reflective vests*
- Protective headwear.*

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

MEASUREMENT AND PAYMENT

Add the following:

ITEM UNIT

PSA 8.8.7(c) Extra over sub-item for branding of EPWP PPE Lump Sum

Measurement shall be as specified for pay item PSA 8.8.7 (c) of the standard specifications.

THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS

DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.

The principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of nonconformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

4 Other regulations

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 22: Electrical Installations and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.

5 Public Health and Safety

The principal contractor shall be 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:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passers-by to the site.

PROJECT / SITE SPECIFIC REQUIREMENTS

1 List of risk assessments

- Clearing and Grubbing of the area/site
- Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- Dealing with existing structures
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw

- *Excavations including*
 - *Ground/soil conditions*
 - *Trenching*
 - *Shoring*
 - *Drainage of trench*
- *Welding including*
 - *Arc welding*
 - *Gas welding*
 - *Flame cutting*
 - *Use of LP gas torches and appliances*
- *Loading and offloading of trucks*
- *Aggregate/sand and other materials delivery*
- *Manual and mechanical handling*
- *Lifting and lowering operations*
- *Driving and operation of construction vehicles and mobile plant including*
 - *Trenching machine*
 - *Excavator*
 - *Bomag roller*
 - *Plate compactor*
 - *Front end loader*
 - *Mobile cranes and the ancillary lifting tackle*
 - *Parking of vehicles and mobile plant*
 - *Towing of vehicles and mobile plant*
- *Use and storage of flammable liquids and other hazardous substances*
- *Layering and bedding*
- *Installation of pipes in trenches*
- *Pressure testing of pipelines*
- *Backfilling of trenches*
- *Protection against flooding*
- *Gabion work*
- *Use of explosives*
- *Protection from overhead power lines*
- *As discovered by the principal contractor's hazard identification exercise*
- *As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site*
- *As discovered from any accident/incident investigation.*

C3.5.1 Health And Safety Requirements And Procedures

(a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No. 7721 of 18 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the LLMs' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the LLM.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.2 Protection Of The Public

The works shall be barricaded with an appropriate barricades and danger tape to keep the public from the construction area while construction is in progress. No extra payment for these measures is applicable and the costs involved for this protection of the public will be deemed as included in the unit rates of the items in the bill of quantities for this project.

C3.5.3 Barricades And Lighting

Construction areas shall be adequately signed, barricaded and marked for proper visibility of the area by motorists and pedestrians during non-working hours including at night time. Appropriate temporary road signs shall be erected to inform and safeguard all road users and the complete construction site shall be well lighted and protected at night time.

C3.5.4 Traffic Control On Roads

Construction shall only be conducted during normal working hours (0700hrs to 1700hrs). Construction processes shall be such that minimal disturbance to the normal traffic flow will be caused. Construction areas shall be adequately signed, barricaded and marked for proper visibility of the area by motorists and pedestrians during non-working hours including at night time. Appropriate temporary road signs shall be erected to inform and safeguard all road users and the complete construction site shall be well lighted and protected at night time.

C3.5.5 Measures Against Disease And Epidemics

Not applicable

C3.5.6 Aids Awareness

Contractor should take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the Representative / Agent, notwithstanding the provisions of any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

LESEDI LOCAL MUNICIPALITY

CONTRACT No.: 21/2021

FOR

THE APPOINTMENT OF CONTRACTOR FOR THE UPGRADING OF THE OUTFALL SEWER PIPELINE IN RATANDA EXTENSION 2, HEIDELBERG

PART C4: SITE INFORMATION

SITE INFORMATION

1 NATURE OF GROUND AND SUBSOIL CONDITIONS

A geotechnical investigation of the Site has not been carried out.

2 LOCATION OF SITES

SITE	GPS CO-ORDINATES			
	STARTING POINT		END POINT	
OUTFALL PIPELINE 1	26° 32' 43.45"S	28° 19' 39.55"E	26° 32' 43.20"S	28° 19' 37.15"E
OUTFALL PIPELINE 2	26° 32' 39.50"S	28° 19' 42.25"E	26° 32' 43.20"S	28° 19' 38.20"E
OUTFALL PIPELINE 3	26° 32' 38.80"S	28° 19' 40.20"E	26° 32' 43.20"S	28° 19' 37.15"E
OUTFALL PIPELINE 4	26° 32' 43.20"S	28° 19' 37.15"E	26° 32' 57.35"S	28° 19' 13.45"E
OUTFALL PIPELINE 5	26° 32' 57.35"S	28° 19' 13.45"E	26° 32' 57.00"S	28° 19' 03.85"E
OUTFALL PIPELINE 6	26° 32' 57.00"S	28° 19' 03.85"E	26° 33' 10.65"S	28° 18' 54.95"E

STATUS OF DOCUMENTATION:

Should there be any discrepancy between the various documentation that governs this Bid (whether issued or not), the order of precedence shall be:

1. The drawings issued for construction purposes,
2. The Schedule of Quantities,
3. The specific specifications, i.e. the variations to the standard specifications,
4. This Project Specification, and lastly
5. The standard specifications referred to.

LESEDI LOCAL MUNICIPALITY
SPECIAL CONDITIONS OF CONTRACT

TENDER NO: 21/2021

1. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
2. Bid documents must be completed in ink and corrections may not be made by means of a correcting fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
3. If items are not tendered for a line must be drawn through the space on the pricing schedule in pen.
4. **All bid prices must be in RSA currency and inclusive of VAT.** All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
5. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases.
6. The lowest or any bid will not necessarily be accepted and Lesedi Local Municipality reserves the right to accept the entire or any portion of a bid.
7. Bids are to remain valid for ninety (90) days after the submission date.
8. Tax clearance certificates issued by SARS will be accepted. Tax clearance certificates must be valid on the official closing date of the bid or Tax Compliance Status document (TCS)
9. In bids where Consortia / Joint Ventures / Sub-contractors are involved, **each party must submit a separate** Tax Clearance Certificate OR Tax Compliance Status (TCS) document.
10. The following information / documentation must be attached to every bid document:
 - comprehensive company profile;
 - detailed exposition of previous experience, specifically with relation to similar work done;
 - Tax clearance certificate or Tax Compliance Status
 - copy of latest Municipal account (irrespective of the municipal area) as well as all its directors or a lease agreement indicating Rates and Taxes not older than three (3) months.
 - copy of entities registration documents
 - if a bid is submitted by a joint venture, a copy of the memorandum of agreement between the parties;
 - Valid original B-BBEE Certificate or Letter from Registered Auditor in case of Emerging Micro-Enterprises (EME) or required to submit sworn affidavits.
11. Bids will be opened immediately after the closing date and time in a venue to be indicated.
12. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
13. The supply chain management policy of Lesedi Local Municipality allows persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.

14. Bids will be received until **Thursday, 10 June 2021**, at **12:00** and must be enclosed in sealed envelopes, bearing the closing time and due date and must be addressed to:

The Municipal Manager
Lesedi Local Municipality
PO Box 201
Heidelberg
1438

OR

The Municipal Manager
Lesedi Local Municipality
Cnr. Du Preez & HF Verwoerd Streets
TENDER BOX
Heidelberg

16. Bidders should ensure that bids are delivered **timeously to the correct address**. If the bid is late, it will be returned unopened to the bidder and will not be accepted for consideration.

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provided copy of your company registration document.		
2.	Provided certified copy of your company VAT registration Certificate		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
4.	The bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, which is in arrears for more than three (3) months? No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
5.	Lease agreement/municipal account of not older than three months in the name of the bidding entity. (Copy of the lease agreement will only be accepted if water and lights are part of lease payment).		
6.	▪ Valid B-BBEE Rating Certificate or letter from registered auditor ▪ Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture.		
7.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed.		
8.	All pages requiring information have been completed in full and in black ink.		
09.	No pages removed from the tender document		
10.	The pricing schedule has been signed.		
11.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
12.	JV agreement has been attached and signed (if applicable)		
13	Bidder must attach the Central Supplier Database (CSD) registration summary report.		

14.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
15.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name		
16.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Lesedi Municipal officials are allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office.**
- ❖ **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**