



TENDER DOCUMENT

BIDNo:T/RW13/MIG/P2/2025/26

APPOINTMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF PORTION 6 OF THE FARM MIDDLEBURG 231-IR-ERF 1202 SANITATION SERVICES -PHASE 2-LOWER LYING A- IN VICTOR KHANYE LOCAL MUNICIPALITY

ISSUED BY	PREPARED BY
MUNICIPAL MANAGER	CLIENT REPRESENTATIVE
VICTOR KHANYE LOCAL MUNICIPALITY PO BOX 6 DELMAS 2210	NKP CONSULTING ENGINEERS (PTY) LTD P.O. Box 11 NELSPRUIT 1200
Tell: +27 13 665 6005 Fax: +27 13 665 2913	Tell: 013 492 0492 Fax: 086 554 6578

CIDB GRADING: 4CE

REGISTERED NAME OF TENDERER: _____

TENDERED AMOUNT (INCL. VAT): _____

CLOSING DATE: 27 May 2025

TIME: 10:00

TENDER AND CONTRACT

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Tendering Procedures	Tendering Procedures	
	T1.1	Tender Notice and Invitation to Tender (White)
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The Contract	Part 1: Agreement and Contract Data	
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TENDERING PROCEDURES

T1.1: TENDER NOTICE AND INVITATION TO TENDER



VICTOR KHANYE

LOCAL MUNICIPALITY – PLAASLIKE MUNISIPALITEIT

PUBLICATION ON NOTICE BOARDS; WEBSITE AND NEWS PAPER

Victor Khanye Local Municipality invites Suitable service providers to submit proposal on the goods and /or services listed hereunder:

Compulsory site clarification meetings for the construction-related projects will be held as per the schedule outlined in the table below, This will be then followed by a non-compulsory site visit with the prospective bidders after the scheduled briefing session.

DATE OF ADVERT	DEPARTMENT	BID NUMBER	DESCRIPTION OF GOODS/SERVICES	COMPULSORY BRIEFING SESSION	NON REFUNDABLE BID DOCUMENT PRICE	EVALUATION CRITERIA	TIME: CLOSING DATE	ENQUIRIES
07 April 2025	Technical services	VKLM/RW13/MIG/2025/2026	Procurement of a service provider for development of portion 6 of the farm Middelburg 231-IR - Phase 2- Lower lying A	Venue : Braamfischer Hall/VKLM:HQ Date :16 April 2025 @ 11h00 CIDB Grading : 4CE Only	R1080.00	Functionality 80/20 80 = Price 20 = Targeted goals	27 May 2025	Mr J Buthelezi 081 036 7539

Tender documents will be available on 11 April 2025

Preferential Procurement Policy Framework Act, No. 5 of 2017 and Supply Chain Management Policy of Victor Khanye Local Municipality will apply in the adjudication process. The evaluation of the acceptable proposals will be conducted in the following two stages: A system that awards points on the basis of 80 points for proposal price and 20 points for status level target goals. Original or certified copy of B-BBEE certificate must be submitted, in case of a joint venture a joint B-BBEE should be submitted.

Price should be VAT inclusive. A valid original Tax Clearance Certificate, original B-BBEE Certificate, identification copy or company registration certificate, MBD1; MBD2; MBD4; MBD6.1; MBD8 & MBD9 and current municipal account/lease agreement must be attached. Failure to attach the requested documents will result in a bid being non-responsive.

Tenders duly, endorsed with the project number and description, must be placed in the tender box on or before 27 May 2025 at 10:00 at the Municipal Offices, Samuel Road, Delmas or could be posted to the undermentioned address to be received before the closing date and more information can be obtained from the contact person as specified above.

Collection of tender documents: Tender documents can be downloaded on the **E-Tender pot** (www.etender.gov.za) or can be obtained on payment of a non-refundable fee as specified and can be collected at the SCM Unit, Room 33 Municipal Offices, Delmas, 013 665 6000 between 07:30-16:30 Monday to Thursday and 7:30-13:30 Friday **excluding weekend and public holidays**.

Tenders received after the closing date and time, faxed, completed with pencil or e-mailed will not be considered.

The Council reserves the right to accept any tender or part thereof and does not bind itself to accept the lowest or any tender and not to consider any tender not suitably endorsed or comprehensively completed. Tenders completed in pencil will be regarded as invalid tenders. Tenders should be valid for a period of not less than ninety (90) days. Appraisal of submissions will be done according to the Council's Procurement Policy. Council reserves the right not to appoint.

If you do not hear from us within 90 days of the closing date, please consider your tender unsuccessful.

Enquiries related to this tender should be addressed to Mr. David S Mahlangu (SCMU) at Tel. (013) 665-6000 during office hours.

**TM Mashabela
Municipal Offices,

Municipal Manager
PO Box 6,
Delmas
2210**

Website: www.vklm.gov.za

T1.2 TENDER DATA

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number TENDER DATA

F.1.1 The employer is **Victor Khanye Local Municipality**

F.1.2 The tender documents issued by the employer comprise:

(a) The Tender Document consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

C1.3: Forms of Security

Part 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Site Information

C4: Site information

Drawings

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4

The employer's agent is:

Name: NKP CONSULTING ENGINEERS PTY LTD
Address: P O Box 11
NELSPRUIT
1200
Tel: 013 492 0492
Fax: 086 554 6578
E-mail: info@nkpsa.co.za

The language for communications is English

F.2.1

Eligibility

Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4CE class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 4CE class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4CE class of construction work; and
- b) contractors registered as Potentially Emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
 - 1) the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the *CIDB Specification for Social and Economic Deliverables in Construction Works Contracts*; and

- 2) the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.

Sub-contracting requirement (PPPP Framework Act 2005) 14.5

Sub-contracting as a condition of tender for procurement above R30 million:

- The regulation states that for contract above R 30 million, an organ of state must apply subcontracting to advance designated groups.
- Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor.
- Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor.
- Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.

Local Content

Only bidders, meeting the stipulated minimum threshold for local production and content will be considered in line with Regulation 8(2) of the Municipal Supply Chain Management Regulations and National Treasury Circular 69. Bidders must declare local content value as per DTI codes on MBD 6.2 Local Content together with Local Content Declaration Templates (Annex C, D and E). Steel Products and Components for Construction (100%) and Plastic Pipes & Fittings (100%).

her with Local Content Declaration Templates (Annex C, D and E). Steel Products and Components for Construction (100%) and Plastic Pipes & Fittings (100%).

Site visit and clarification meeting

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

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.10 Pricing the tender offer

(a) Value Added Tax

The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.

(b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.

(c) Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.

F.2.11 Alterations to documents

A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.

F.2.12 Alternative tenders

No alternative tender offers will be considere.

If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and

TP.6

requirements, the details of which may be obtained from the employer's agent.

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

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs in confirming the acceptability of the detailed design.

F2.13 Submitting a Tender Offer

F.2.13.1 The Tenderer may not make an offer for only part of the services as defined in the Scope of Work.

F.2.13.3 Tender offers shall be submitted as an original only.
Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.
Under no circumstances whatsoever may the tender forms be retyped or redrafted.

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

Location of tender box: As mentioned on the tender advertisement

F.2.15 Closing time

The closing time for submission of Tender Offers is: **10H00 on 27/05/2025, no late tenders will be accepted.** Telephonic, telegraphic, telex, electronic or emailed tenders will not be accepted.

F.2.16 Tender Offer Validity

The tender offer validity period is **12 weeks**

F.2.23 Certificates

The following original or certified certificates must be provided with the tender:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Compulsory Declaration
- Municipal declaration and returnable documents
- Certificate of Attendance at a Tender Site Meeting
- Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor
- Schedule of Tenderer's Experience
- Schedule of Key Personnel (Together with complete CV as per attached template, with **certified** qualifications) **and proof of registration with ECSA**
- Format of Curriculum Vitae (CV)
- Schedule of Sub-Contractors

- Schedule of plant and equipment
- 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)
- Competence Achievement Schedule
- BBBEE Certificate / Sworn Affidavit
- Form of Intent (**project specific**) to offer a Performance Guarantee
- A copy of Tax Clearance Certificate issued by the South African Revenue Services and PIN valid for three 3 months
- Execution Programme
- Contractor's Health and Safety Declaration
- Contractor's Safety Plan
- Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014.

F.3.4 **Opening of Tender Submissions**

F.3.4.2 Tenders will be opened in public soon after closing time mentioned above and recording of received documents at the Tender office. Tenderers' names and total prices where practical will be read out.

F.3.5 **Two-Envelope System**

A two-envelope procedure will **not** be followed.

F.3.11 **Evaluation of Tender Offers**

Tenders will be evaluated for functionality
Tenderers who qualify for Functionality will be evaluated further for Price and Preference only. Points for Functionality will not contribute to further evaluation. Tenderers who do not qualify will not be evaluated further.

Functionality will be scored out of 70 points. A Tenderer who scores less than **the minimum threshold** for Functionality, that is, less than **50 points** will automatically be disqualified.

The 80/20 evaluation criteria will be used where Price will be allocated 80 points and Preference will be scored out of 20 points.

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Functionality and Preferences. The responsive tender with the highest total points as defined below is the preferred tender

F.3.11.2 The financial offer will be scored in terms of Formula 2, Option 1 of Table F.1 of SANS 294: 2004, which reads as follows:

$$Nfo = W1 \times A$$

Where:

Nfo = number of tender evaluation points awarded for the financial offer;
W1 = 80 points for rand value less than R50 000 000;
A = $[1-(P-Pm)/Pm]$ (a negative A will be regarded as unrealistically high)

Where

Pm = the rand value of the lowest comparative offer;
P = the rand value of the Tender Offer under consideration.

F.3.11.3 (a) Functionality will include the following:

(Refer to **FORM A14: Competence Achievement Schedule** in the Returnable Schedules)

1.	Company Experience	40
2.	Construction Team Key Personnel	20
3.	Plant and equipment	10
.		

COMPETENCE ACHIEVEMENT SCHEDULES

1. Construction Team Key Personnel – 20 points

Organising and Staffing (Maximum points Obtainable - 20)

Project Manager / Team Leader: (Maximum Points Obtainable 8; Minimum 5)

Evaluation Criteria	Minimum Required		Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	BTech in Civil or equivalent		4	4	
Academic Qualifications	National Diploma in Civil		2		
Academic Qualifications	Diploma or qualification in Project Management		1		
Sub-total			5		
Experience of Team Leader in similar projects			Points Obtainable		
Involvement in comparable projects (Technical)	0 - 1		0	2	
	1 - 2		1		
	3 - 4		2		
	5 upwards		3		
Sub-total			3		
Total			8	6	

agent, as indicated on Form A14 of the Returnable Documents:

Site Agent: (Maximum Points Obtainable 4, Minimum 3)

Evaluation Criteria	Minimum Required	Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	Diploma in civil works or equivalent	2	2	
Academic Qualifications	No formal Education in Construction	0		
Sub-total		2		
Years of experience in similar projects	0 - 1	0	1	
	1 - 2	1		
	3 and above	2		
Sub-total		2		
Total			3	

Note: Should the Site Agent be the same as Contractor Manager zero points will be allocated.

Site Foreman: (Maximum Points obtainable 4; minimum 1)

Name:

Evaluation Criteria	Minimum Required	Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications (Note 10) Form L	N6 in Civil or equivalent	2	4	
Years of experience after qualification	0-1	0		
	1 – 2	1		
	3 upwards	2		
Total		4		

Note: Should the Site Foremen be the same Site Agent and Team leader zero points will be allocated

Safety Officer: (Maximum Points obtainable 4; minimum 3)

Name:

Evaluation Criteria	Minimum Required	Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate or equivalent (SAMTRAC)	2	3	
Years of experience after qualification	0-1	0		
	1-2	1		
	3 upwards	2		
Total		4		

Note: Should the Safety Officer be the same as Team leader, Site Agent, Site Foreman zero points will be allocated.

PART T1.2: TENDER DATA BID No:
T/RW13/MIG/P2/2025/26

Experience	Returnable schedule Ref	Points
Provide detailed CVs and certified qualifications for all Key Personnel for each category stated above.	FORM A9.2 format of Curriculum Vitae of Key Personnel	20 (max)

N.B Points to be allocated based on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result to termination of contract.

2. Plant and Equipment – 10 points

PLANT (Maximum Points Obtainable - 10)

It must be noted that total points of **10** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation with ownership copies from the lessor must be attached.

Evaluation Criteria	Minimum Required	Points obtainable (Own)	Points obtainable (Leased)	Minimum Threshold	Points Claimed
Firm's plant and equipment – Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Excavator x 1	2.5	1.5	6	
	Firm's number of TLBs x1	2.5	1.5		
	Firm's number of Tipper Truck x 2	2.5	1.5		
	Firm's number of BOMAC Roller x1	2.5	1.5		
Total		10	6		

EXPERIENCE OF FIRM (Maximum Points Obtainable - 40)

Note: Company's previous completed projects

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E not provided, then the bidder shall obtain zero points on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached.

Evaluation Criteria	Evaluation Criteria	Points Obtainable	Minimum Threshold	Points Claimed
Company experience in terms of projects of a similar scope completed	1. Submit 4x appointment letters and 4x reference letter on sanitation projects	40	30	
	2. Submit 3x appointment letters and 3x reference letter on sanitation projects	30		
	3. Submit 2x appointment letters and 2x reference letter on sanitation projects	20		
	4. Submit 1x appointment letters and 1x reference letter on sanitation projects	10		
TOTAL		40		

TOTAL SCORE: _____/70

A bidder who scores the minimum number of **50** points out of a maximum of **70** for functionality will qualify to be evaluated in term of the **80 /20** preference point system.

**3. SUMMARY OF THE COMPETENCE ACHIEVEMENT SCHEDULE
(FUNCTIONALITY)**

		MAXIMUM POINTS TO BE ALLOCATED
1	Company Experience	40
2	Construction Team Key Personnel	20
3	Plant and Equipment	10
	SUB-TOTAL:	70

PART T1.2: TENDER DATA BID No:
T/RW13/MIG/P2/2025/26

F.3.11.3 (c) 20 points will be allocated on target goals

F.3.13 **Acceptance of Tender Offer**

F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) unless it is a foreign supplier with no local registered entity
- b) the tenderer is in good standing with SARS according to the Central Supplier Database;
- c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
- d) the tenderer is registered with the Construction Industry Development Board (CIDB) in an appropriate contractor grading designation;
- e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- f) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

F.3.18 The number of paper copies of the signed contract provided by the employer is **ONE**

Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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 tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

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

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

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

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F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

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

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

F.3.11.2 Scoring Financial Offers

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

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

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

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

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

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / Fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with legal requirements stated in the Tender Data.

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. 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 tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,

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c) other revisions agreed between the employer and the successful tenderer, and d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- FORM A1. Invitation to Bid (**MBD1**)
- FORM A2.1 Record of Addenda to Tender Documents
- FORM A2.2 Proposed amendments and qualifications
- FORM A3.1. Schedule: B-BBEE Status (**MBD 6.1**) FROM
- A3.2. B-BBEE Compulsory Declaration (In case of a JV)
- FORM A4. Compulsory Enterprise Questionnaire
- FORM A5. Certificate of Attendance at a Tender Site Meeting
- FORM A6. Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- FORM A7. Registration Certificate of Entity and Bank rating
- FORM A8. Schedule of Tenderer's Experience
- FORM A9.1. Schedule of Key Personnel
- FORM A9.2. Format of Curriculum Vitae (CV)
- FORM A9.3. Proof of Professional Registration (ECSA)
- FORM A10. Schedule of Sub-Contractors
- FORM A11. Schedule of plant and equipment
- FORM A12. Certificate of Registration with CIDB
- FORM A13. Declaration certificate for local production and content for designated sectors (**MBD 6.2**)
- FORM A14. Competence Achievement Schedule
- FORM A15. Registration on National Treasury Central Supplier Database
- FORM A16. Form of Intent to offer a Performance Guarantee
- FORM A17. An Original Tax Clearance Certificate issued by the South African Revenue Services (**MBD 2**)
- FORM A18. Declaration of Interest (**MBD 4**)
- FORM A19. Declaration for Procurement above R10 Million (**MBD 5**)
- FORM A20. Declaration of Bidder's Past Supply Chain Management Practices (**MBD8**)
- FORM A21. Certificate of Independent Bid Determination (**MBD 9**)

2. Other documents that will be incorporated into the contract

- FORM B1. Authority of Signatory
- FORM B2. Execution Programme
- FORM B3. Contractor's Health and Safety Declaration
- FORM B4. APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK, Regulation 3(2) of Construction Regulations, 2014.

PART T2: RETURNABLE DOCUMENTS

BID No: T/RW13/MIG/P2/2025/26

FORM A1: PART A - INVITATION TO BID**MBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF VICTOR KHANYE LOCAL MUNICIPALITY					
BID NUMBER:	T/RW13/MIG/P2/2025/26	CLOSING DATE:	27/05/2025	CLOSING TIME:	10H00
DESCRIPTION	PROCUREMENT OF A SERVICE PROVIDER FOR DEVELOPMENT OF PORTION 6 OF THE FARM MIDDLEBURG 231-IR-ERF 1202 SANITATION SERVICES -PHASE 2 - LOWER LYING AIN VICTOR KHANYE LOCAL MUNICIPALITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Victor Khanye Local Municipal Offices, Delmas					
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 NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN UNIT	CONTACT PERSON		Mr. K.C Smith	
CONTACT PERSON	Mr. D Mahlangu	TELEPHONE NUMBER		013 492 0492	
TELEPHONE NUMBER	013 665 6000	FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS		info@nkpsa.co.za	
E-MAIL ADDRESS					

FORM A1: PART B - TERMS AND CONDITIONS FOR BIDDING**MBD 1(Cont.)**

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

FORM A2.1: Record of Addenda to tender documents

We confirm the following communications received from the Employer OR Employers Agent before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer	
Date	Title or Details
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer_____

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

FORM A2.2: Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

FORM A3.1: Preferencing schedule

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Target goals Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF TARGET GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to be **below** R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- Price; and
- Target goals contribution.

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

	POINTS
PRICE	80
TARGET GOALS CONTRIBUTION	20
Total points for Price and Target goals contribution must not exceed	100

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

2. DEFINITIONS

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

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

1.3 **“B-BBE 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;

PART T2: RETURNABLE DOCUMENTS

BID No: T/RW13/MIG/P2/2025/26

- 1.4 “**bid**” means a written offer in a prescribed 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;
- 1.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 1.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 1.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 1.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 1.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 1.12 “**non-firm prices**” means all prices other than “firm” prices;
- 1.13 “**person**” includes a juristic person;
- 1.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 1.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 1.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person,

2. ADJUDICATION USING A POINT SYSTEM

- 1.1 The bidder obtaining the highest number of total points will be awarded to contract.
- 1.2 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;
- 1.3 Points scored must be rounded off to the nearest 2 decimal places.
- 1.4 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 target goals.
- 1.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for target goals, the successful bid must be the one scoring the highest score for functionality.
- 1.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2. POINTS AWARDED FOR PRICE

2.1 THE 80/10 PREFERENCE POINT SYSTEMS

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

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

Where

- | | | |
|------|---|--|
| Ps | = | Points scored for comparative price of bid under consideration |
| Pt | = | Comparative price of bid under consideration |
| Pmin | = | Comparative price of lowest acceptable bid |

3. Points awarded for Specific goals Status Level of Contribution

- 3.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be

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Awarded to a bidder for attaining the target goals in accordance with the table below

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RACE	6	
GENDER	6	
DISABILITY	6	
YOUTH	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

3.2.

3.3. Name of company/firm.....

3.4.

3.5. Company registration number:

3.6. TYPE OF COMPANY/ FIRM

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

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

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

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

EVALUATION CRITERIA

The tender shall be evaluated on a 80/20 preferential points system, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	6	A copy of a Full CSD report not older than 3 months

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY WOMEN OR MEN		
WOMEN OR MEN	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% women owned enterprise	6	A copy of a Full CSD report not older than 3 months
Men only owned enterprise	5	

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY PEOPLE WITH DISABILITY		
PEOPLE WITH DISABILITY	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
More than 30% people living with disability shareholding or owned enterprise	6	A copy of a Medical Certificate to confirm disability

POINTS FOR IMPLEMENTING RDP PROGRAMMES		
RDP	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
Corporate Social Investment (CSI)	2	Local / Social Labour plan proposition
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

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7. SUB-CONTRACTING

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

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

7.1.1 If yes, indicate:

i) what percentage of the contract will be subcontracted? _____ %

ii) the name of the sub-contractor? _____

iii) The Specific goals status level of the sub- _____

iv) contractor? whether the sub-contractor is an

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of firm:

8.2 VAT registration number

8.3 Company Registration number

8.4 **TYPE OF FIRM** (Tick Applicable Box)

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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8.6 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

FORM A3.2: B-BBEE Compulsory Declaration (In case of a JV)

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	State Not Registered if not registered for VAT

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number
Attach separate page if necessary		

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Section 7: Record in the service of the state

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

- | | |
|---|--|
| a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature | ☐ a member of an accounting authority of any or provincial public entity |
| a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| a member of the board of directors of national any municipal entity | |
| an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

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

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

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

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

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

*insert separate page if necessary

PART T2: RETURNABLE DOCUMENTS
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Section 9: Record of termination of previous contracts with an organ of state

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

Yes ☒ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public

PART T2: RETURNABLE DOCUMENTS

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Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

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

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

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

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

FORM A4: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

a member of any municipal council
 a member of any provincial legislature
 a member of the National Assembly or the National Council of Province
 a member of the board of directors of any municipal entity
 an official of any municipality or municipal entity

△ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
 △ a member of an accounting authority of any national or provincial public entity
 an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

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

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

- | | |
|---|--|
| <ul style="list-style-type: none"> a member of any municipal council a member of any provincial legislature a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity an official of any municipality or municipal entity | <ul style="list-style-type: none"> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature |
|---|--|

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

*insert separate page if necessary

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

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

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Signed

Date

Name

Identity
number

Position

Enterprise
name

PART T2: RETURNABLE DOCUMENTS
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FORM A5: Certificate of Attendance at a tender site meeting

I / We acknowledge that the tender briefing was attended by a company representative able to relay the presentation of the works and/ or matters incidental to doing the works in the tender document in order for me/ us to take account of everything necessary when compiling our rates and prices included in the tender.

I/we acknowledge that the attendance register will be used to confirm our company's presence and if found to be absent, will lead to our tender being disqualified.

Name: Signature:

Capacity: Date and Time:

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**FORM A6: Certificate of Authority of Joint Ventures/ Close corporations/
Partnership/ Company/ Sole proprietor (Certified Copies of the
Identity Documents in the Case of sole proprietor)**

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE OF COMPANY

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy
attached) taken on 20....., Mr/Ms,
acting in the capacity of....., was
authorized to sign all documents in connection with the tender for Contract No.
T/RW13/MIG/P2/2025/26 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

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(II) **CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as
..... hereby authorize Mr/Ms , acting
in the capacity of....., to sign all documents in
connection with the tender for Contract No. T/RW13/MIG/P2/2025/26 and any contract resulting
from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(III) **CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as,
....., hereby authorize Mr/Ms ,
acting in the capacity of , to sign all documents in connection
with the tender for Contract No. T/RW13/MIG/P2/2021/2022 and any contract resulting from it on our
behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

This Returnable Schedule is to be completed by joint ventures.

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

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the Business
trading as

Signature of Sole owner:

As Witnesses:

Date:

1.....

2.

FORM A7: Registration Certificate of an Entity

Important note to Tenderer:

- 1. Registration Certificates for Companies, Close Corporations and Partnerships, and ID documents for Sole Proprietors, must be attached here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included***
- 2. Bank letter to be attached here. To be specific to this project and not older than 30 days. The letter shall state the tenderer's ability to finance working capital requirements before the first claim is to be paid by the client.***

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FORM A8: Schedule of the Tenderer's Experience

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed..... Date

Name Position.....

Tenderer

FORM A9.1: Schedule Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:						
.....						
.....						
.....						

Signed

Date

Name.....

Position

Tenderer

FORM A9.2: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

Project Manager / Team Leader

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

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Provide separate forms for each position listed in the Form: Key Personnel

Site Agent

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

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Provide separate forms for each position listed in the Form: Key Personnel

Site Foreman

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

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Provide separate forms for each position listed in the Form: Key Personnel

Safety Officer

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

FORM A9.3: Professional Registration of Team Member (ECSA)

Please attach proof of professional registration with ECSA for at least one of the team members. Failure to provide proof of professional registration with ECSA will result in automatic disqualification.

FORM A10: Schedule of Proposed Subcontractors

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

Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor.

Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.

Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.

Signed..... Date

Name Position

Tenderer

FORM A11: Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer.....

FORM A12: Certificate of Registration with CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause F.2.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:.....

CIDB Contractor Registration Number:

Expiry Date:

**FORM A13: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND
CONTENT FOR DESIGNATED SECTORS**

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if –

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

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

2. Definitions

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

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

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

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.
The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

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

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

FORM A14: Competence Achievement Schedules

Functionality Points will be spread as follows (70 points maximum). Refer to Tender Data clause F.3.11:

Evaluation Criteria	
The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:	
Organising and Staffing	20
Plant	10
Experience of Firm	40
Sub-Total	70

PART T2: RETURNABLE DOCUMENTS
 BID No: T/RW13/MIG/P2/2025/26

Organising and Staffing (Maximum points Obtainable - 20)

Project Manager / Team Leader: (Maximum Points Obtainable 8; Minimum 5)

.....

Evaluation Criteria	Minimum Required		Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	BTech in Civil or equivalent		5	5	
Academic Qualifications	National Diploma in Civil		2		
Academic Qualifications	Diploma or qualification in Project Management		1		
Sub-total			5		
Experience of Team Leader in similar projects			Points Obtainable		
Involvement in comparable projects (Technical)	0 - 1		0	2	
	1 - 2		1		
	3 - 4		2		
	5 upwards		3		
Sub-total			3		
Total			8	7	

PART T2: RETURNABLE DOCUMENTS
 BID No: T/RW13/MIG/P2/2025/26

Site Agent: (Maximum Points Obtainable 4, Minimum 3)

Name:

Evaluation Criteria	Minimum Required	Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	Diploma in civil works or equivalent	2	2	
Academic Qualifications	No formal Education in Construction	0		
Sub-total		2		
Years of experience in similar projects	0 - 1	0	1	
	1 - 2	1		
	3 and above	2		
Sub-total		2		
Total		4	3	

Note: Should the Site Agent be the same as Contractor Manager zero points will be allocated.

PART T2: RETURNABLE DOCUMENTS
 BID No: T/RW13/MIG/P2/2025/26

Site Foreman: (Maximum Points obtainable 4; minimum 4)

Name:

Evaluation Criteria	Minimum Required	Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications (Note 10) Form L	N6 in Civil or equivalent	2	4	
Years of experience after qualification	0-1	0		
	1 – 2	1		
	3 upwards	2		
Total		4		

Note: Should the Site Foremen be the same Site Agent and Team leader zero points will be allocated

Safety Officer: (Maximum Points obtainable 4; minimum 3)

Name:

Evaluation Criteria	Minimum Required	Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate or equivalent (SAMTRAC)	2	3	
Years of experience after qualification	0-1	0		
	1-2	1		
	3 upwards	2		
Total		4		

Note: Should the Safety Officer be the same as Team leader, Site Agent, Site Foreman zero points will be allocated.

PART T2: RETURNABLE DOCUMENTS
 BID No: T/RW13/MIG/P2/2025/26

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Construction Manager/Team Leader	8	
Site Agent	4	
Health and Safety Officer	4	
Site Foreman	4	
TOTAL	20	

NOTE: Staff listed in this section should correspond with Form A9.2

PLANT (Maximum Points Obtainable - 10)

It must be noted that total points of **10** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

Evaluation Criteria	Minimum Required	Points obtainable (Own)	Points obtainable (Leased)	Minimum Threshold	Points Claimed
Firm's plant and equipment – Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Excavator x 1	2.5	1.5	6	
	Firm's number of TLBs x1	2.5	1.5		
	Firm's number of Tipper Truck x 2	2.5	1.5		
	Firm's number of Bomac Roller x1	2.5	1.5		
Total		10	6		

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

EXPERIENCE OF FIRM (Maximum Points Obtainable - 40)

Note: Company's previous completed projects

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form A8 not provided, then the bidder shall obtain zero points on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached.

Evaluation Criteria	Evaluation Criteria	Points Obtainable	Minimum Threshold	Points Claimed
Company experience in terms of projects of a similar scope completed	5. Submit 4x appointment letters and 4x reference letter on sanitation projects	40	30	
	6. Submit 3x appointment letters and 3x reference letter on sanitation projects	30		
	7. Submit 2x appointment letters and 2x reference letter on sanitation projects	20		
	8. Submit 1x appointment letters and 1x reference letter on sanitation projects	10		
TOTAL		40		

TOTAL SCORE: _____/70

A bidder who scores the minimum number of **50** points out of a maximum of **70** for functionality will qualify to be evaluated in term of the **80 /20** preference point system.

FORM A15: Registration on National Treasury Central Supplier Database

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

Name of Contractor:

Central Supplier Database Supplier Number:

Expiry Date:

FORM A16: Form of Intent to Provide a Performance Guarantee

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

PRO-FORMA FOR A PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Employer: (Name and Address)

.....

Bid No:

(Contract title)

WHEREAS

.....

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

.....

.

(hereinafter called "the Contactor") on theday of
20.....
for the construction of (Contract Title)

.....

.

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 (hereinafter referred to as "the Guarantor") Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

.....

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

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

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

.....
.....
.....(in words)

R (in figures)

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

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

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

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

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

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

7. I/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 (*Guarantor*).....

Address

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

FORM A17: Tax Clearance Certificate

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1 The tenderer shall attach to this page an original current Tax Clearance certificate and VAT Registration certificate which is valid for the duration of the Tender offer validity period and which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture, each member shall comply with the above requirement.

Where such certificates are no longer issued by SARS the tenderer shall complete the declaration below.

I, (name)
the undersigned in my capacity as (position)
on behalf of (name of company)
herewith grant consent that SARS may disclose to Victor Khanye Local Municipality our tax
compliance status. For this purpose, our unique security personal identification number (PIN) is
.....

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

Failure to submit a valid Tax Clearance Certificate ISSUED BY SARS WITH YOUR BID DOCUMENT AT THE TIME OF CLOSING will invalidate the tender.

(ST 5.1) March 1999

(IN RESPECT OF TENDER)

NB: *This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).*

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be attached here]

MBD 4

FORM A18: Declaration of Interest

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 authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....

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

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

3.8.1 If so, furnish particulars.

.....
.....

3.8 Are you, aware of any relationship (family, friend, other) 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?

YES/NO

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principle
shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors,
managers, principle shareholders or stakeholders in service
of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

* 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 an employee of Parliament or a provincial legislature.

FORM A19: Declaration FOR Procurement above R10 Million

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

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

***YES / NO**

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

.....
.....

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

***YES / NO**

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

2.2 If yes, provide particulars.

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

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

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

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

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signed Date

Name Position

Tenderer

.....

FORM A20: Declaration of Bidder's Past Supply Chain Management Practices

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

5

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 Tender 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 Tender 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

PART T2: RETURNABLE DOCUMENTS
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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 ☐	I o
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 ☐	I o
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

FORM A21: Certificate of Independent Bid Determination

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and 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 and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

MBD 9(Cont.)

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

Capacity under which Bid is Signed

Name of Bidder

FORM B1: Authority of Signatory

Details of person responsible for tender process:

Name

.....

Contact number

.....

Office address

.....

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

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

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

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

FORM B2: Execution Programme

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

Specific reference is made to the Clause 5.8.1 in the Contract Data for allowances of special non-working days. Allowance for inclement weather days shall base on the historical weather data supplied in PART C4: SITE INFORMATION contained in this document.

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer.]

SIGNATURE:.....DATE:
(of person authorized to sign on behalf of the Tenderer)

FORM B3: Contractor's Health and Safety Declaration

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by Tenderer)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety Representatives		
Health and Safety Committee		

PART T2: RETURNABLE DOCUMENTS
BID No: T/RW13/MIG/P2/2025/26

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Gloves		
Dust Masks		
Safety jackets		
Add items as per risk assessment:		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer and his Agents, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

The Tenderer shall submit separately before commencement of the works his Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in T2.1

**FORM B4: APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK,
Regulation 3(2) of Construction Regulations, 2014**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Provincial Director, Department of Labour]

This application must be submitted with the following documents:

1. Health and Safety specifications
2. Health and Safety Plan
3. Baseline risk assessment

1. Name, postal address and telephone numbers of client:

Name

Postal address

.....

Telephone

2. Details of Agent

Title, Surname and Initials.....

ID/Passport No.....

Registration no. with SACPCMP.....

Office Tel/Mobile

Postal address

.....

3. Name, postal address and telephone numbers of the appointed principal contractor:

.....

.....

4. Name, postal address and telephone numbers of designer of project:

.....

.....

5. Name, postal address and telephone numbers of the following persons:

Construction Manager.....

Construction Health and Safety Manager

Construction Health and Safety Officer:.....

6. Exact physical address of construction and site office:

.....
.....

7. Nature of construction work:

.....

8. Expected commencement date:

.....

9. Expected completion date:

.....

10. Estimated maximum number of people on the construction site:

.....

11. Planned number of constructors on site accountable to principal contractor:

.....

12. Name(s) of contractors appointed:

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

13. Signature of Client/Client's Agent:

.....

14. Signature of Principal Contractor:

.....

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.

CONTRACT

PART 1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE (Agreement)

OFFER

The TENDERER is to complete and sign the Form of Offer

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

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

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

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

AMOUNT	AMOUNT IN WORDS
R.....	

(firm)* (adjustable)*

*(delete which does not apply)

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

Signature(s)

Name(s)

Capacity

For the Tenderer

(Name and address of organisation)

Name and signature of witness

_____ Date _____

Acceptance

The EMPLOYER will complete and sign the form of Acceptance

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

The terms of the contract are contained in

Part 1 Agreement and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site Information

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now the Contractor) within five (5) days after 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 binding contract between the parties,

Signature(s)

Name(s)

Capacity

**For the
Employer**

(Name and address of organisation)

**Name and
signature of
witness**

_____ **Date** _____

SCHEDULE OF DEVIATIONS

Notes:

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

1	Subject	_____
	Details	_____
2	Subject	_____
	Details	_____
3	Subject	_____
	Details	_____
4	Subject	_____
	Details	_____
5	Subject	_____
	Details	_____
6	Subject	_____
	Details	_____
7	Subject	_____
	Details	_____
8	Subject	_____
	Details	_____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during the process of offer and acceptance.

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name and
signature of
witness**

_____ Date _____

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

**Name and
signature of
witness**

_____ Date _____

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract") and can be obtained from:

SAICE Waterfall
Park Howick
Gardens
Vorna Valley Half way House
Becker Street
MIDRAND
1685
www.saice.org.za

Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The variations to the General Conditions of Contract are:

SCC 4.4.3 For conditions regarding selection of **LOCAL EMERGING SUB-CONTRACTORS** (LES Work), see additional clauses below.

The additional clauses to the General Conditions of Contract are:

LOCAL EMERGING SUBCONTRACTORS (LES)

The Contractor shall promptly, and in any event within a reasonable time after the Commencement Date, sub-contract a portion of the Works to the value of **thirty (30) percent** of the work specified in the Schedule of Works (excluding preliminary and general costs) ("the LES Work") to one or more of the local emerging sub-contractors notified by the Employer to the Contract ("the Local Emerging Sub-Contractors"), in strict accordance with, and subject to, the requirements set out in Paragraphs (i) to (x) of this Clause, as follows:

- (i) The Contractor shall select the Local Emerging Sub-Contractor(s) to whom he is to sub-contract the LES Work by means of a competitive bidding process conducted strictly in accordance with the CIDB Standard for Uniformity in Construction Procurement and Best Practice Guidelines January 2009, and in doing so shall exercise all reasonable endeavours to ensure as inclusive and equal a distribution of the LES Work as shall be practicable amongst all the Local Emerging Sub-Contractors, taking into account price, competency and capacity only.
- (ii) The Contractor shall, without reference to the Employer, consider only the competencies and capacity of each Local Emerging Sub-Contractor, be free to identify those components of the LES Work that he shall allocate to each Local Emerging Sub-Contractor.
- (iii) Subject to paragraphs (iv) and (vii) of this clause, in the event that the Contractor fails to sub-contract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause, the Engineer may either a) apply a penalty equal to 10% of the value of the shortfall, or b) make a determination regarding the setting aside of the LES Work so as to prevent the shortfall.
- (iv) Subject to paragraph (vii) of this clause, and notwithstanding paragraph (iii) of this clause, in the event that the Contractor fails to sub-contract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause by reason of his inability to reach agreement on price with one or more of the Local Emerging Sub-Contractor(s), the Engineer may, in his absolute discretion, advise the Employer to allow an increase in the Contractor's rates to so as to facilitate successful price negotiation. In the event that the Employer refuses to authorise an increase to the Contractor's rates or, in the event that the authorised increase in rates fails to facilitate successful negotiation between the Contractor and the relevant Local Emerging Sub-Contractor(s), the Contractor shall be relieved of his obligation to sub-contract the relevant portion of LES Work, always subject to paragraph (vii) of this clause.
- (v) The rates to be applied by the Contractor in the sub-contracts with the Local Emerging Sub-Contractors for the LES Work shall at all times be based strictly on the rates applicable to the Contractor under the Contract, save for any adjustments allowed in terms of paragraph (iv) above.

- (vi) The Contractor shall apply the same rates to each Local Emerging Sub-Contractor in respect of each component of the LES Work, such that, in the event that more than one Local Emerging Sub-Contractor is successfully selected for a single component of the LES Work, the same rates shall apply to each of the selected Local Emerging Sub-Contractors in respect of the said single component.
- (vii) The Contractor shall not be under any obligation to employ a Local Emerging Sub-Contractor against whom the Contractor raises reasonable objection by written notice to the Engineer as soon as practicable, with supporting particulars in writing. In the event of failure on the part of the Contractor to prove reasonable objection to the satisfaction of the Engineer, the Engineer's determination shall be final and binding.
- (viii) The Contractor shall be entitled to include within the Contract Price a maximum management fee of 10% in excess of the rates paid to the Local Emerging Sub-Contractors.
- (ix) When tendering the Contractor shall have exercised all reasonable care not to distort any rates in such a way as to hinder or preclude his obligations under this clause, and, in the event that the Engineer determines the setting aside of the LES Work in terms of paragraph (iii) above, the Contractor shall be prevented from arguing that such LES Work is reserved not to be subcontracted.
- (x) The Contractor shall submit a priced copy of the final agreed version of each proposed sub-contract with a Local Emerging Sub-Contractor ("the Final Draft LES Sub-Contract") to the Employer prior to the execution of such sub-contract. In the event that the Employer, in consultation with the Engineer, deems the price or any other term of any Final Draft LES Sub-Contract to be unduly onerous or unfair to the Local Emerging Sub-Contractor concerned, the Contractor shall modify the price and/or terms in accordance with the Engineer's reasonable instructions.

In sub-contracting the LES Work, the Contractor shall be responsible for performing the LES Work as if he had not sub-contracted. The Contractor shall be liable for the acts and omissions of the employees, sub-contractors and agents of the Local Emerging Sub-Contractors as if they were his own employees, sub-contractors and agents.

CONDITIONS OF CONTRACT FOR LABOUR-INTENSIVE CONSTRUCTION

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.

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002 shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers, as reproduced below.

1 Introduction

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

In this document –

“department” means any department of the State, implementing agent or contractor;

“employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;

“worker” means any person working in an elementary occupation on a SPWP; “elementary occupation” means any occupation involving unskilled or semi-skilled work; “management” means any person employed by a department or implementing agency to administer or execute an SPWP;

“task” means a fixed quantity of work;

“task-based work” means work in which a worker is paid a fixed rate for performing a task;

“task-rated worker” means a worker paid on the basis of the number of tasks completed;

“time -rated worker” means a worker paid on the basis of the length of time worked.

2 Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week.

The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

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

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick Leave

9.1 Only workers who work four or more days per week have the right to claim sickpay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- absent from work for more than two consecutive days; or
- absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months' employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

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

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

12 Statement of Conditions

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

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

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

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

13 Keeping Records

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

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

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

14 Payment

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

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

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

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

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

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or pay the employer or any other person for having been employed.

16 Health and Safety

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

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months.

The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

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

- (a) the worker's full name;

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

The additional clauses to the General Conditions of Contract are:

Clause	Data
SCC5.12.2.2.1	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be considered for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days. The number of "n" working days will be calculated based on the Contract period and the expected number of working days lost as a result of normal rainfall between the contractual commencement and completion dates. Based on historical weather data for the region, refer to part C.4. n = 48 days for this project.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this

Contract: C1.2.2: PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.1.15: The name of the Employer is Victor Khanye Local Municipality
Clause 1.2.1.2: Address of Employer:

The address of the Employer is:

<u>Physical:</u>	<u>Postal:</u>	
Van der Walt Street	PO Box 6	Tel: 013 665 6000
DELMAS	DELMAS	Fax:
12210	2210	

Clause 1.1.1.16: The name of the Engineer is:
NKP Consulting Engineers (Pty) Ltd

Clause 1.2.1.2: Address of Engineer:

<u>Physical:</u>	<u>Postal:</u>	
Plot 76, The Rest	P.O.Box 11	Tel: 013 492 0492
NELSPRUIT	NELSPRUIT	Fax: 086 554 6578
1200	1200	info@nkpsa.co.za

Clause 2.4: If an ambiguity or discrepancy between the documents is found the Contractor shall immediately notify the Engineer and giving effect to clause 2.1 and the Engineer shall issue any necessary clarification or instruction.

For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

1. Letters of offer and acceptance
2. Contract data
3. Particular conditions of contract
4. General conditions of contract
5. Scope of works
6. Schedule of quantities
7. Project drawings
8. Standard specifications
9. Standard drawings
10. Schedules and other documents forming part of the contract

Clause 5.3.1: The documentation required before commencement with Works execution are:
Health and Safety Plan (Refer to Clause 4.3)

	Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Clause 5.3.1:	The contractor shall commence executing the work within 28 days of the Commencement date.
Clause 5.3.2:	The time to submit the documentation required before commencement with Works execution is 14 days
Clause 5.5.1:	The Works shall be completed within 6 months including special non-working days and the year-end break.
Clause 5.6.2.5:	The contractor shall make allowance for the following requirements in his programme: (a) Normal inclement weather restrictions.
Clause 5.8.1:	Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors, and which commence before the Completion Date.
Clause 5.11.2	With reference to clause 5.5.1 the client reserves the right to execute suspension of the works, or any part thereof in accordance with clause 5.11.2.
Clause 5.13.1:	The penalty for failing to complete the works is 0.05 % of the Total Tender Sum per Calendar Day
Clause 5.16.3:	The latent defect period is 10 years, commencing on the day after the date of certification of Practical Completion.
Clause 6.2.1:	The Liability of the Guarantee shall be 10% of the Accepted Tender Sum.
Clause 6.5.1.2.3:	The percentage allowance to cover overhead charges is 15%
Clause 6.8.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: $(1 - x) * [(aL_t/L_o) + (bE_t/E_o) + (cM_t/M_o) + (dF_t/F_o) - 1]$ rounded off to the fourth decimal place Coefficients for calculating Contract Price Adjustment Factor shall be: Value of x is 0.10 a = 0.20 b = 0.35 c = 0.35 d = 0.10

“L” is the “Labour Index” and shall be the “Consumer Price Index – Geographical Indices for Mpumalanga” In Release P 0141 Table A.

“P” is the “Plant Index” and shall be the “Civil Engineering Plant and Equipment” index as published in the Statistical Release P0151 in table 4 of Statistics South Africa.

“M” is the “Materials Index” and shall be the price index for “Civil Engineering Materials (excluding Bitumen)” as published in the Statistical Release P0151 in table 6 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the index for “Diesel” as published in Statistical Release P0142 Table 1 of Statistics South Africa.

The suffix “o” denotes the basic indices applicable to the base month. The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.

The base month is: “the month prior to the closing of the Tender”.

- | | |
|-------------------|--|
| Clause 7.8.1: | The Defects Liability Period is applicable to this contract for the duration of 12 months measured from the date of the Certificate of Completion. |
| Clause 6.10.1.5: | The percentage advance on materials not yet built into the Permanent Works is 80 % . |
| Clause 6.10.3: | The limit of the retention money is 10% .

Half will be released after practical completion and half after the defects liability period |
| Clause 8.6.1.1.3: | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>R 1 000 000.00</u> . |
| Clause 8.6.1.2: | Special risk insurance issued by SASRIA is required |
| Clause 8.6.1.3: | The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim. |
| Clause 10.3.2: | Dispute Resolution shall be by amicable settlement. |
| Clause 10.5.3: | The number of adjudication board members to be appointed is one (1). |

C1.2.2: PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE CONTRACTOR								
Clause 1.1.1.9:	Name of Contractor:.....								
Clause 1.2.1.2:	Address of the Contractor:								
	<table><thead><tr><th><u>Physical:</u></th><th><u>Postal:</u></th></tr></thead><tbody><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr></tbody></table>	<u>Physical:</u>	<u>Postal:</u>						
<u>Physical:</u>	<u>Postal:</u>								
.....									
.....									
.....									
	E-Mail:								
	Telephone No: Fax No:								

C1.2 CONTRACT DATA

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

TABLE 1: SPECIAL MATERIALS

Special Materials	Unit*	Rate or Price for the base month
.....		
.....		
		
		
		
		
		
		
		

* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

Signed on behalf of Tenderer:

Clause 4.4.3: **Selection of Sub-Contractors**

The Tenderer shall list on FORM A10 the Subcontractors and Suppliers whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Alternatives may be mentioned.

The Tenderer shall state whether he intends to carry out any specialised work or supply of goods himself.

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

The sub-contractors listed on FORM A10 exclude the identified local emerging contractors who will be identified by the Employer.

Signed on behalf of Tenderer:

.....

C1.3 FORMS OF SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER

Form		Page
C1.3.1	Form of Guarantee	F.2
C1.3.2	Agreement with Adjudicator	F.5
C1.3.3	Agreement in terms of the Occupational Health and Safety Act	F.7
C1.3.4	Blasting Indemnity	F.9

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. An original document, from a financial institution, with the same text will be provided by the Contractor within the time stated in the Contract Data. Only a Bank or approved Insurance Company or Guarantee Corporation is acceptable as Guarantor.

PRO FORMA

C1.3.1 Form of Guarantee

For use with the General Condition for Contract for Construction Works, Second Edition, 2015

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

 - 3.1 its obligation under this Performance Guarantee is restricted to the payment money.
4. Subject to the Guarantor's maximum liability refer to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

-
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
 9. Payment by the Guarantor in terms of 5 will only be made against the return of original Performance Guarantee by Employer.
 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
 11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date.....

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

Capacity.....

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

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

C1.3.2: AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of 20.....between: the Employer
(*name of company / organisation*).....
of (*address*).....
.....and the
Contractor
(*name of company / organisation*)
of (*address*).....
.....
(hereinafter called **the Parties**)

and

(*name*).....
of (*address*)
.....
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as Contract No.....

(*Contract*
title).....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the
CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has
been requested to act. (* *Delete as necessary*)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

who warrants that he/ she is
authorised to sign for and
Party in
the presence of

who warrants that he/ she is
duly authorised to sign for
and on behalf of the **Second**
Party in the presence of

the **Adjudicator** in the duly
presence of on behalf of the **First**

Witness: **Witness:** **Witness:**
(Signature)..... (Signature)..... (Signature).....

Name: **Name:** **Name:**.....

Address: Address: Address:

.....

.....

.....

.....

.....

.....

Date: Date: Date:

C1.3.3: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between **Victor Khanye Municipality**

(hereinafter called the **EMPLOYER** of the one part, herein represented by:

.....;
in his capacity as:

AND:

(hereinafter called the **CONTRACTOR**) of the other part, herein represented by.....

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the **CONTRACTOR** is the Mandatory of the **EMPLOYER** in consequence of an agreement between the **CONTRACTOR** and the **EMPLOYER** in respect of

BID No:.....

.....
AND WHEREAS the **EMPLOYER** and the **CONTRACTOR** have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the **ACT**);

NOW THEREFORE the parties agree as follows:

1. The **CONTRACTOR** undertakes to acquaint the appropriate officials and employees of the **CONTRACTOR** with all relevant provisions of the **ACT** and the regulations promulgated in terms thereof.
2. The **CONTRACTOR** undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the **ACT** and Regulations: Provided that should the **EMPLOYER** have prescribed certain arrangements and procedures that same shall be observed and adhered to by the **CONTRACTOR**, his officials and employees. The **CONTRACTOR** shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The **CONTRACTOR** hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the **ACT** and Regulations, and the **CONTRACTOR** expressly absolves the **EMPLOYER** and the Employer's **CONSULTING ENGINEERS** from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

-
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and

2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed atfor and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C.1.3.4 BLASTING INDEMNITY

Contract No. _____ Given by _____

*Company Registration No. _____

Address _____

a *Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor),

represented herein by _____ in his capacity as the Contractor's
_____ duly authorised hereto by a resolution of the Contractor dated
_____ a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the Victor Khanye Municipality (hereinafter called the Company) for,

_____ and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at _____ on the
_____ day of _____ 20____ in the presence of the subscribing witnesses.

AS WITNESSES

1. _____

SIGNATURE

2. _____

DESIGNATION OF SIGNATORY

*Delete which does not apply

PART C2: PRICING DATA

PRICING INSTRUCTIONS.....	1
BILL OF QUANTITIES.....	4

PRICING INSTRUCTIONS

- 1 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 standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump 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.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given 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 finally certified for payment. Work is valued at the rates or lump sums tendered.

- 4 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities. The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

-
- The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.
- 5 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 6 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 7 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 8 The provisions of clause of the general conditions of contract Third Edition 2015 shall apply to provisional sums and prime cost sums.
- 9 Subject to the conditions stated in paragraph 10 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 10 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion.

11 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used 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
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

12 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

13 Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works and COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.

BILL OF QUANTITIES

SECTION A - PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 AA	PRELIMINARY AND GENERAL				
A.1	8.3	FIXED-CHARGE AND VALUE-RELATED ITEMS				
A.1.1	8.3.1	Contractual requirements	Sum	1		
A.2	8.3.2	SITE ESTABLISHMENT:				
A.2.1	8.3.2.a)	<u>Facilities for Engineer:</u>				
A.2.1.1		Furnished Offices	Sum	1		
A.2.1.2		Construction Nameboard	Sum	1		
A.2.1.3		Office and boardroom for meetings	Sum	1		
A.2.2	8.3.2.b)	<u>Facilities for Contractor</u>				
A.2.2.1		Office and storage	Sum	1		
A.2.2.2		Workshops on site and elsewhere	Sum	1		
A.2.2.3		Laboratories	Sum	1		
A.2.2.4		Living accommodation	Sum	1		
A.2.2.5		Ablution and toilet facilities on site and elsewhere	Sum	1		
A.2.2.6		Tools and equipment	Sum	1		
A.2.2.7		Water supplies, electric power and communication	Sum	1		
A.2.2.8		Dealing with water	Sum	1		
A.2.2.9		Plant for clearing site and access roads	Sum	1		
A.2.2.10		Plant for finishing of road reserve	Sum	1		
A.2.2.11		Plant for transportation of plant	Sum	1		
A.2.2.12		Plant for excavation	Sum	1		
A.2.3	8.3.3	Other Fixed Charge Obligations	Sum	1		
A.2.4	8.3.4	Removal of Site Establishment	Sum	1		
A.3	8.4	TIME RELATED ITEMS				
A.3.1	8.4.1	Contractual requirements	Sum	1		
A.3.2	8.4.2	OPERATION AND MAINTENANCE OF FACILITIES ON SITE				
A.3.2.1	8.4.2.a)	<u>Facilities for Engineer</u>				
A.3.2.1.1		Furnished Offices	Sum	1		
A.3.2.1.2		Construction Nameboard	Sum	1		
A.3.2.1.3		Office and boardroom for meetings	Sum	1		
A.3.2.2	8.4.2.b)	<u>Facilities for Contractor</u>				
A.3.2.2.1		Office and storage	Sum	1		
A.3.2.2.2		Workshops on site and elsewhere	Sum	1		
A.3.2.2.3		Laboratories	Sum	1		
A.3.2.2.4		Living accommodation	Sum	1		
TOTAL CARRIED FORWARD						R -

SECTION A - PRELIMINARY AND GENERAL (Continued)						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION B BROUGHT FORWARD FROM PREVIOUS PAGE						R -
A.3.2.2.5		Ablution and toilet facilities on site and elsewhere	Sum	1		
A.3.2.2.6		Tools and equipment	Sum	1		
A.3.2.2.7		Water supplies, electric power and communication	Sum	1		
A.3.2.2.8		Facilities for Engineer	Sum	1		
A.3.2.2.9		Furnished Offices	Sum	1		
A.3.2.2.10		Plant for excavation	Sum	1		
A.3.2.2.11		Supervision for the duration of Construction	Sum	1		
A.3.2.2.12		Company and Head Office Overhead Cost for the Duration of the Contract	Sum	1		
A.3.2.2.13		Other Time-related Obligations	Sum	1		
A.4	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
A.4.1	a)	Provisional Sum for control testing to be carried out by an approved independent laboratory	Prov. Sum	1	R 45 000.00	R 45 000.00
A.4.2	b)	Provisional Sum for staking and levelling to be carried out by an independent Engineering surveyor	Prov. Sum	1	R 75 000.00	R 75 000.00
A.4.3	c)	Community Liaison Officer (CLO) Salary	Prov. Sum	1	R 45 000.00	R 45 000.00
A.4.4	d)	Engineer's Fees for Design, Contract Administration & Supervision	PC Sum	1	R 998 974.99	R 998 974.99
A.4.5	e)	Percentage mark-up on above items for contractors overheads, administration charge and profit (a - c)	%	R 165 000.00		
A.5		HEALTH AND SAFETY				
A.5.1		Health and Safety Act (Compliance)	Sum	1		
A.5.2		To include compilation of health & safety file	Sum	1		
A.5.3		Re-imburement of on site Safety Officer				
		Prime costs for Health & Safety Act (incl. initial safety equipment/PPE for all labour) - LED	Sum	1		
A.5.4		Procurement locally & embroidery	Sum	1		
A.5.5		Time related obligation to items above	Sum	1		
A.5.6		Monthly OHS and EMP audits conducted by independent firm. As approved by Engineer	Prov. Sum	1	R 120 000.00	R 120 000.00
		Percentage mark-up on above items for contractors overheads, administration charge and profit	%	R120 000.00		
A.6	8.8	TEMPORARY WORKS				
A.6.1		Provision and maintaing of temporary by-passes (including road signs)	Sum	1		
A.6.2		Hand excavation to expose existing services	m ³	150		
TOTAL CARRIED FORWARD						R

SECTION A - PRELIMINARY AND GENERAL (Continued)						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION B BROUGHT FORWARD FROM PREVIOUS PAGE						R
A.6.3		<u>Protect existing services:</u>				
A.6.3.1		Sewer pipes (upto 200mm dia.)	No.	10		
A.6.3.2		Electrical cables & poles	No.	40		
A.6.3.3		Telecommunication cables & poles	No.	8		
A.6.3.4		Electrical cables	m	1300		
A.6.4		<u>Water supply:</u>				
A.6.4.1		Reticulation supply lines	m	200		
A.6.4.2		House connections	m	200		
A.7		PROVISION OF STRUCTURED TRAINING				
A.7.1		Generic skills	Prov. Sum	1	R 50 000.00	R 50 000.00
A.7.2		Experiential training for S4 civil student	Prov. Sum	1	R 42 000.00	R 42 000.00
A.7.3		Percentage mark-up on above items for contractors overheads, administration charge and profit	%	R 92 000.00		
A.8		ELECTRICAL & MAINTENANCE				
		Provisional Sum for Maintenance of Existing Pumps	Prov. Sum	1	R 250 000.00	R 100 000.00
A.8.1		Percentage mark-up on above items for contractors overheads, administration charge and profit	%	R 250 000.00		
TOTAL SECTION A TO SUMMARY						R

SECTION B - SEWER RETICULATION						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 DB	EARTHWORKS (Pipe trenches)				
B.1	8.3.1	<u>Site Clearance:</u>				
B.1.1	8.3.1(a)	Clear vegetation and trees of girth up to 1m, clearance width 2.0m strip	m	2344		
B.2	8.3.2	<u>Excavation:</u>				
B.2.1	8.3.2(a)	Excavate in all materials for trenches, backfill, compact and dispose of excess material for 160-200mm diameter solid wall sewer pipes				
B.2.1.1		for trench depths 0.5m to 1m	m	937.6		
B.2.1.2		for trench depths 1.0 to 1.5m	m	468.8		
B.2.1.3		for trench depths 1.5 to 2.0m	m	468.8		
B.2.1.4		for trench depths 2.0 to 2.5m	m	234.4		
B.2.1.5		for trench depths >2.5m	m	234.4		
B.2.1.6		Trimming of trench bottoms by hand to specified levels.	m	2344		
B.2.1.7		<u>Restricted excavation</u>				
B.2.1.7.1		Excavate for trenches in all materials and use for backfill or embankment.	m³	75		
B.2.2	8.3.2(b)	<u>Extra-over item B.2.1 for excavation in:</u>				
B.2.2.1	8.3.2(b.1)	Intermediate material	m³	703		
B.2.2.2	8.3.2(b.2)	Hard rock Excavation	m³	352		
	8.3.2(b2)	Hard rock Excavation Phase 1 Section	m³	924.3		
B.2.2.3	8.3.2(c)	Excavate and dispose of unsuitable material from trench bottom (provisional)	m³	121		
B.2.3	8.3.4 (a)	Shore trench opposite structure	m	15		
	SABS 1200 LB	PROVISION OF BEDDING				
B.3		<u>Available from trench excavation on site:</u>				
B.3.1	8.2.1	a) Selected granular material for bedding cradle	m³	774		
B.3.2		b)Selected fill blanket	m³	1300		
B.4		<u>Import material from municipal borrow pit. Rate shall include for the opening and closing of the borrow pit.</u>				
B.4.1	8.2.1	a) Selected granular material for bedding cradle	m³	450		
B.4.2		b)Selected fill blanket	m³	1800		
B.5		<u>Commercial sources</u>				
B.5.1	8.2.1	a) 14mm Crushed stone	m³	50		
B.5.2		b) Dump rock (size >50mm upto 250mm)	m³			Rate Only
SECTION B CARRIED FORWARD TO NEXT PAGE						R

SECTION B - SEWER RETICULATION - continued						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION B BROUGHT FORWARD FROM PREVIOUS PAGE						R
B.6		<u>Excavation Ancillaries:</u>				
B.6.1		Make up deficiency in backfill material (provisional) from other necessary excavations on site	m³	120		
B.6.2		Compaction to 93% mod AASTHO Density in all trenches at road crossings and where directed by the Engineer. (Soilcrete with a ratio of 8% cement, entire trench)	m³			Rate Only
B.7		<u>Overhaul</u>				
B.7.1		a) Limited overhaul (provisional)	m³			Rate Only
B.7.2		b) Long overhaul (provisional)	m³.km			Rate Only
	SABS 1200 DA	EXCAVATIONS FOR CONCRETE STRUCTURES, MANHOLES , ETC.				
B.8	8.3.1(b)	Excavate in all materials, use for backfill and compact or dispose as ordered	m³	500		
B.9	8.3.1(c.1)	Extra-over for excavation in intermediate material	m³	138		
B.10	8.3.1(c.2)	Extra-over for excavation in hard rock	m³	90		
	SABS 1200 L	MEDIUM PRESSURE PIPELINES				
B.11	8.2.1	<u>Supply, Lay, and Bed Pipes Complete with Couplings</u>				
B.11.1		110mm HDPE PE100 PN6.3	m	305		
B.11.2		160mm diameter uPVC Solid Wall Class 34 (Heavy Duty) sewer pipes.	m	1687		
		200mm diameter uPVC Solid Wall Class 34 (Heavy Duty) sewer pipes.	m	352		
B.12	8.2.2	<u>Extra-over item B.11 for the supplying, laying, bedding of specials complete with couplings:</u>				
B.12.1		<u>All 110mm diameter Class 36 HDPE PE100 PN6.3 sewer pipe:</u>				
B.12.1.1		Junction plain/ access 45°/90°	No.			Rate Only
B.12.1.2		Bend - plain 11.25°	No.	2		
B.12.1.3		Bend - plain 22.5°	No.	2		
B.12.1.4		Bend - plain 45°	No.			Rate Only
B.12.1.5		Bend -plain 90°	No.			Rate Only
B.12.1.6		Stop ends PVC	No.			Rate Only
B.12.1		<u>All 110mm diameter Class 36 uPVC structured sewer pipe:</u>				
B.12.1.1		Junction plain/ access 45°/90°	No.			Rate Only
B.12.1.2		Bend - plain 11.25°	No.			Rate Only
B.12.1.3		Bend - plain 22.5°	No.			Rate Only
B.12.1.4		Bend - plain 45°	No.			Rate Only
B.12.1.5		Bend -plain 90°	No.			Rate Only
B.12.1.6		Stop ends PVC	No.			Rate Only
SECTION B CARRIED FORWARD TO NEXT PAGE						R -

SECTION B - SEWER RETICULATION - continued						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION B BROUGHT FORWARD FROM PREVIOUS PAGE						R
B.13	8.2.2	<u>Extra-over item B.11 for the supplying, laying, bedding of specials complete with couplings:</u>				
B.13.1		<u>All 160mm diameter Class 36 uPVC structured sewer pipe:</u>				
B.13.1.1		Junction plain/ access 45°/90°	No.			Rate Only
B.13.1.2		Bend - plain 11.25°	No.			Rate Only
B.13.1.3		Bend - plain 22.5°	No.			Rate Only
B.13.1.4		Bend - plain 45°	No.			Rate Only
B.13.1.5		Bend -plain 90°	No.			Rate Only
B.13.1.6		Stop ends PVC	No.			Rate Only
B.14	8.2.2	<u>Extra-over item B.11 for the supplying, laying, bedding of specials complete with couplings:</u>				
B.14.1		<u>All 200mm diameter Class 36 uPVC structured sewer pipe:</u>				
B.14.1.1		Junction plain/ access 45°/90°	No.			Rate Only
B.14.1.2		Bend - plain 11.25°	No.	2		
B.14.1.3		Bend - plain 22.5°	No.			Rate Only
B.14.1.4		Bend - plain 45°	No.			Rate Only
B.14.1.5		Bend -plain 90°	No.			Rate Only
B.14.1.6		Stop ends PVC	No.			Rate Only
	SABS 1200 LB	BEDDING PIPES				
B.15		<u>Concrete: (20MPa/19mm):</u>				
B.15.1	8.2.3	Concrete bedding cradle for sewer pipes in marsh area	m³			Rate Only
B.15.2	8.2.4	Encasement of sewer pipes where directed by the Engineer	m³			Rate Only
	SABS 1200 LD	SEWERS				
B.16	8.2.8	Anchor/thrust blocks 25Mpa Concrete	m³	50		
B.16.1	8.2.3	<u>Manholes:</u>				
B.16.2		Pre-cast (1000mm Dia) manhole base sections, spacer rings, spacer slabs, lid, reducer slabs complete to specifications on Typical NKP454-02-TS-003 , Complete with type 4A (Medium Duty) cover and frame, for depths over and upto:				
SECTION B CARRIED FORWARD TO NEXT PAGE						R -

SECTION B - SEWER RETICULATION - continued						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION B BROUGHT FORWARD FROM PREVIOUS PAGE						R
B.16.2.1	8.2.4	0,5m to 1,0m	No.	2		
B.16.2.2		1,0m to 1,5m	No.	7		
B.16.2.3		1,5m to 2,0m	No.	7		
B.16.2.4		2,0m to 2,5m	No.	6		
B.16.2.5		2,5m to 3,0m	No.	4		
B.16.2.6		3,0m and over	No.			Rate Only
B.16.2.7		Spacer slabs	No.			Rate Only
B.16.2.8		Construction of stilling chamber to detail	No.	1		
B.16.3		Extra-over for above item for Type 1A (Heavy Duty) cover and frame in road areas	No.	2		
B.16.3.1		<u>Extra-over for above item for construction of backdrops and ramps including extra excavation, formwork, joints, etc., for depths over and upto:</u>				
B.16.3.2	SABS 1200 LD	0,0m to 1,0m	No.	2		
B.16.3.3		1,0m to 2,0m	No.	2		
B.16.3.4		2,0m to 3,0m	No.	2		
B.15		EXISTING SEWER				
B.15	8.2.11	Extra over item for the construction of a new manhole on the existing sewer line	No.	1		
B.16	8.2.11	Break into existing sewer line and reinstate	No.	2		
B.17	8.2.11	Exavate and remove existing pipes, stockpile at designated area.	m			Rate Only
B.18		Removal of existing precast sewer manhole rings, stock at designated area on site for reuse at a later stage.	No.			Rate Only
B.19		TESTING OF SEWERS				
B.19		Random water tightness of manholes as specified by SABS 1200 LD	No.	35		
B.20	SABS 1200 LF	Air test of sewers as specified by SABS 1200 LD	m	2344		
B.21		ERF CONNECTIONS (Sewer)				
B.21		Excavate in all materials for erf connections	m³			Rate Only
B.22		<u>Extra-over item B.1.2 for excavation in:</u>				
B.22.1		Intermediate material	m³			Rate Only
B.22.2		Hard rock Excavation	m³			Rate Only
SECTION B CARRIED FORWARD TO NEXT PAGE						R -

SECTION B - SEWER RETICULATION - continued						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION B BROUGHT FORWARD FROM PREVIOUS PAGE						R
B.23		<u>Erf connections (including additional excavation, backfilling, bedding, supply and lay of Y-junction, bend, connection pipe, stopper, up to 1.5m inside erf boundary. All connection pipes to be 110mm diameter Class 34 uPVC</u>				
B.23.1		Type one connection 3-4m long	No.	62		
B.23.2		Type two connection 10-20m long	No.			Rate Only
B.24	8.2.4.	<u>Reinstate road surfaces complete with all courses:</u>				
B.24.1	SABS 1200 LD	Surface treatment, Asphalt thickness of 25mm	m²	60		
B.24.2		Roadbed 150mm thick	m²	60		
B.24.3		Sub-base 150mm thick and stabilized with 3% OPC cement	m²	60		
B.24.4		Base 150mm thick and stabilized with 3% OPC cement	m²	60		
B.24.5		Remove and relay mountable kerbing	m	24		
SECTION B CARRIED FORWARD TO SUMMARY						R

SECTION B - SEWER RETICULATION - continued						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1	PS	PUMP STATION				
C1.1		SUBMERSIBLE PUMPS				
		<u>Submersible sewage pump, internal diameter min 76mm 0.9m/s flow speed to deliver minimum 26l/s at a pressure head of 24.7m, with duck foot, guide bars, link shackle and flush valve.</u>				
C1.1.1		(FLYGT NP3153 181SH-272 (197mm) [21-18-2BBJ 15Kw, 400v	No.	2		
		EARTHWORKS				
C2	SABS 1200C 8.2.10	Site Clearance				
C2.1		Remove topsoil to a nominal depth of 100mm and stockpile	m ²	21		
C3	SABS 1200DA 8.3.3.(b)	BULK EXCAVATION				
C3.1		Excavate in all materials and use for backfill or embankment or dispose as instructed	m ³	71		
C3.2	8.3.2 (c)	<u>Extra-over item C4.1</u>				
		1) Intermediate excavation	m ³	15		
		2) Hard rock excavation	m ³	15		
		3) Boulder Class A	m ³			Rate only
		4) Boulder Class B	m ³			Rate only
C3.3	8.3.2	<u>Restricted excavation</u>				
	8.3.2.(a)	Excavate for restricted foundations, footings and trenches in all materials and use for backfill or embankment or dispose	m ³	45		
		Trimming of trench bottom by hand to specified levels	m ²	28		
C4	SABS 1200LB	PROVISION OF BEDDING				
C4.1		<u>Available from trench excavation onsite</u>				
		a) Selected granular material for bedding cradle	m ³			Rate only
		b) Selected fill blanket	m ³	74		
		Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 5,0 km:				
C5		(a) Gravel Selected Layer (150mm thick)				
C5.1		compacted to 98% of MDD:				
		(i) Importated G5 from Borrow pit	m ³	4		
C6		PUMP STATION STRUCTURE				
		Formwork				
		<u>Supply, erect, bind, handle and take down:</u>				
		<u>Smooth Formwork:</u>				
		Vertical sides of roof slabs	m ²	3		
		Horizontal to Underside of Roof slab	m ²	7		
C6.1		<u>Cast insitu concrete for pumpstations, sump and pipe join chamber</u>				
		15 Mpa	m ³			Rate Only
		20 Mpa	m ³			Rate Only
		25 Mpa	m ³	10		
SECTION B CARRIED FORWARD TO NEXT PAGE						R -

SECTION B - PUMP STATION - continued						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION B BROUGHT FORWARD FROM PREVIOUS PAGE						R -
C7	SABS 1200G	REINFORCEMENT				
C7.1	8.3	Steel reinforcement, including all cutting, binding wire, spacer blocks, fixing etc	t	0.4		Rate only
	8.3.1	Mild Steel bars	t			
	8.3.2	High tensile steel bars	t			
C8		PRECAST CONCRETE STRUCTURES				
C8.1		MANHOLE RINGS				
		Precast concrete manhole shaft to be placed as per drawing (NKP454-02-PS-001). Rate shall include transportation to site, handling, placing, etc				
		1800mm x 1000mm high	No	10		
		1800mm x 500mm high	No	2		
		1500mm x 1000mm high	No	2		
		1500mm x 500mm high	No	1		
		1000 x 1000mm high	No	2		
		1000 x 750mm dia reducer slab	No	1		
		750mm dia Spacer rings	No	2		
		560mm dia concrete support ring and cover	No	1		
C9		MANHOLE COVERS				
C9.1		Vas trap galvanised floor plate type 1 with lifting handle as per drawing (STD DWG-S06)				
		1800 Diameter	No	2		
		1500 Diameter	No	1		
C10		CAST IRON VALVE BOX				
		Placed on cast insitu concrete base for valves of:				
		150mm dia	No	4		
		160mm Dia	No	2		
		200mm dia	No	2		
C11	SABS 1200MJ	PAVING BLOCKS				
C11.1	8.2.2	Construction of paving complete. The rate shall cover the cost of supplying units and 25mm thick sand bed, placing the bedding layer, laying the units, compacting the pavement, cutting units to fit edge restraints etc.		23		Rate Only Rate Only Rate Only
		concrete paving blocks				
		Bond brick (200 x 100 x 55mm)	m ²			
		Conleaf (200 x 200 x 55mm)	m ²			
		Keystone (230 x 140 x 55mm)	m ²			
		Satin pave (205 x 105 x 55mm) Non bevelled	m ²			
SECTION B CARRIED FORWARD TO NEXT PAGE						R -

SECTION B - PUMP STATION - continued						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION B BROUGHT FORWARD FROM PREVIOUS PAGE						R -
C12		BRICKWORK				
C12.1		<u>Brickwork of common bricks in class 1 mortar.</u> <u>The rate shall cover the cost of transportation, handling and construction onsite</u>				
		110mm walls	m ²	36		Rate Only
		230mm walls				
C13		PLASTERING				
C13.1		<u>Internal Plaster</u> <u>25mm plaster with gypsum finish on masonry Walls</u>	m ²	15		
C13.2		<u>External Plaster</u> <u>25mm plaster with gypsum finish on masonry Walls</u>	m ²	10		
C14	SABS 1200L, GK & GA	MEDIUM PRESSURE PIPELINES				
C14.1	8.2.1	<u>Supply, Lay, and Bed Steel Pipes Complete with flanges at both ends as per drawing (NKP454-02-PS-001)</u> <u>150mm dia Straight Steel pipes flanged at both ends</u>				
	8.2.1.1	3,666m	No	2		
	8.2.1.2	3.00m	No	2		
	8.2.1.3	0. 898m with a puddle flange as per the engineer's detail	No	2		
C14.2	8.2.2	<u>Extra-over item B.11 for the supplying, laying, bedding of specials complete with couplings:</u>				
	8.2.2.1	<u>Reducers Flanged at both ends</u>				
	8.2.2.1.1	152mm long, .150mm dia x 100mm	No	2		
	8.2.2.1.2	219mm long, 200mm x 150mm dia	No	1		
C14.3	8.2.3	<u>Extra-over item B.11 for the supplying, laying, bedding of specials complete with couplings:</u>				
	8.2.3.1	<u>150mm Dia Steel elbows with flange at both ends</u>				
	8.2.3.1.1	229mm long	No	4		
	8.2.1	<u>Supply, Lay, and Bed Pipes Complete with Couplings</u>				
	8.2.1.1	160mm diameter uPVC Solid Wall Class 34 (Heavy Duty) sewer pipes.	m	6		
	8.2.1.2	200mm diameter uPVC Solid Wall Class 34 (Heavy Duty) sewer pipes.	m	12		
	8.2.1.3	250mm diameter uPVC Solid Wall Class 34 (Heavy Duty) sewer pipes.	m			Rate Only
C14.4	8.2.4	<u>Extra-over item B.11 for the supplying, laying, bedding of specials complete with couplings:</u>				
C14.1	8.2.4.1	<u>150mm Dia Valves</u>				
C14.1.1		RSV Gate valve with cap top, right hand closing, non rising spindle (AVK/KW)	No	2		
C14.1.2		Ball type check valve, Flanged both sides (AVK/KW)	No	2		
C14.2	8.2.4.2	<u>160mm Diameter</u>				
SECTION B CARRIED FORWARD TO NEXT PAGE						R -

SECTION B - PUMP STATION - continued						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION B BROUGHT FORWARD FROM PREVIOUS PAGE						R -
C14.2.1	8.2.4.3	Airworths or similar approved sluice valves to waterworks pattern, Class16 clockwise closing, non-rising spindle, with cap top, complying with SABS 664	No	1		
C14.3		<u>200mm Diameter</u>				
C14.3.1		RSV gate valve with extended spindle	No	2		
C14.3.2		Airworths or similar approved sluice valves to waterworks pattern, Class16 clockwise closing, non-rising spindle, with cap top, complying with SABS 664	No	1		
C15		PIPE MANHOLE FOR VALVES				
C15.1		<u>Pipe manholes cut and bevelled to size complete with round tapered thermo plastic valve box as per drawing (NKP454) for valves up to:</u>				
C15.1.1		160mm dia	No	2		
C16		CHEMICALSTABILISATION				
C16.1		<u>Chemical stabilisation extra-over unstabilized compacted layers:</u>				
C16.1.1		(a) Subbase (C4 nominal cement 3%, Extra over B34.01(d))				
C16.1.2		(1) 150mm	t	0.30		
C17		MISCELLNEOUS				
C17.1		<u>The cost of miscellaneous items shall include transportation, handling and complete installation</u>				
C17.1.1		Electrical control box to Victor Khanye Local Municipality specifications including all wiring, cables, sleeves etc.	No	1		
		Parshall Flume ultra-sonic sensor	No	1		
		Double flexible joints on stilling chamber	No	4		
SECTION B CARRIED FORWARD TO NEXT PAGE						R -

SECTION B - SEWER RETICULATION		
SECTION	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL	R
B	SEWER RETICULATION	R
C	PUMP STATION	R-
SUB-TOTAL FOR CONSTRUCTION		
SUB-TOTAL		
ADD CONTINGENCIES (5%) (This amount is under the sole control of the Engineer and may be omitted partially or as a whole)		
SUB-TOTAL		
ADD 15% VAT		
TOTAL TO FORM OF OFFER		
ESTIMATED CONSTRUCTION TIME (WEEKS)		
CONTRACTOR SIGNATURE		

PART C3:

SCOPE OF WORK

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C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-4 (2002): Targeted Construction Procurement (local resources)

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

OTHER 1. Technical Guideline: Concrete Manual Association: A Guide for the Design and Construction of Concrete Block Paving. 5th Edition, 2007.

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

- | | |
|------|--|
| PS-1 | Project Description |
| PS-2 | Description of the Site and Access |
| PS-3 | Details of the Works |
| PS-4 | Construction Management Requirements |
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| PS-9 | Generic Labour-Intensive Specification |

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

- | | |
|----|--|
| B1 | Project Specifications Relating to the Standard Specifications and Additional Specifications |
|----|--|

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

The scope of the project entails the construction of new sewer infrastructure within Victor Khanye Local Municipal boundaries.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

Latitude - 26° 7'21.79"S

Longitude - 28°41'22.15"E

PS-3 DETAILS OF THE WORKS

3.1 General

Upgrading of the sewer network will entail

- Setting out of the works
- Exposing of existing services
- Excavation of trenches for pipelines
- Construction of bedding layer
- Installation of pipelines
- Installation of pipe fittings and couplings
- Construction of fill blanket layer
- Hard rock excavations
- Installation of precast concrete manholes
- Backfilling of trenches
- Construction of pump houses and sand trap chamber
- Installation of pump line and fittings
- Testing and commissioning of pipes.
- Finishing off the site

Below is a brief description of the works in general:

In order to connect the households to the sewerage system, the Contractor would need to undertake:

Supply and installation of 160mm diameter PVC pipe to connect 62 households.

Supply and installation of 110mm diameter HDPE pipe complete with bends to connect to the existing sewer reticulation.

Construct a pumpstation complete with accessories to pump sewer from site a stilling chamber that will connect to the existing sewer reticulation.

The scope of the services shall be in line with the Service Level Agreement

3.3 Temporary Works

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for executing legitimate business, free and unhindered usage of such roads.

- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be in an approved location and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractor's temporary works shall be at the Contractor's discretion.
- e) The camp(s) shall be adequately guarded during or outside working hours.

3.4 Accommodation of traffic

Accommodation of traffic for the arterial road shall be by half widths construction. Where half width construction is not feasible, clear communication with residents shall be undertaken, and alternative provided. Protection of the works especially stabilised layers would be vested with the contractor. The various types of traffic accommodation are detailed on the drawings.

Drawings

The list of drawings is included in **PART C4** of this document and is subject to revision. The revised drawings shall be issued timeously by the Engineer.

PS-4 CONSTRUCTION MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.1.7 Drawings (*Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 & 4.1.12*)

The requirements for drawings, information and calculations for which the Contractor is responsible are:
None.

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

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall, at his own expense, produce there from all further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period. Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the completion certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

4.2 Responsibilities for design and construction

Consulting Engineer

The Consulting engineer responsible for the design in accordance with the specification is: *NKP Consulting Engineers (Pty) Ltd.*

4.3 Planning and Programme (Read with SANS1921-1:2004 clause 4.3)

Preliminary programme

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

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

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

The following constraints shall be considered in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

1. The Contract time is **6 months**. Plant and personnel requirements to complete the project within the allocated duration must be incorporated in the Tender.
2. The relocation of services
3. Ancillary works by Emerging Contractors
4. A high standard of traffic accommodation

Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract 2015 edition, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract.

4.4 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible to produce work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

4.6 Management and disposal of water *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

**4.10 Earthworks,
Borrow pits and spoil areas** *(Read with SANS 1921 - 1 : 2004 clause 4.10)*

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer. Borrow pit investigation and material testing as incorporated in the design, is given in good faith. The contractor shall confirm this material quality prior to the material's use on site.

The spoil sites shall be determined on site in conjunction with the Engineer, the PLC, and the local communities. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

4.11 Testing *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be regarded as process control and for the account of the Contractor.

4.14 Site Establishment *(Read with SANS 1921 - 1 : 2004 clause 4.14)*
Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer, the local Tribal Authorities and the

Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

4.15 Survey beacons *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

4.17 Existing Services *(Read with SANS 1921 - 1 : 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners are indicated on the drawings:

<u>Service owner</u>	<u>Type of service</u>
Eskom/municipality	Electricity lines
Local Community	Household water connections

A provisional amount is included in the bill of quantities for the protection of services.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently

enquire of local landowners as to whether there are any other known services which have not been shown on the drawings, but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

4.18 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

4.18.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons who may be directly affected by his activities, are not exposed to hazards their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 07 February 2014 by the Department of Labour.

For this contract, the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Part V of the Returnable Schedules.

Health and Safety Specifications and Plans

a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

4.18.2 Requirements for Accommodation of Traffic *(Read with SANS 1921 - 2 : 2004)*

General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Basic Requirements

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

4.19 Management of the environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

PS-5 MANAGEMENT OF THE WORKS

5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921-1: General engineering and construction works
- 2) SANS 1921-2: Accommodation of traffic
- 3) SANS 1921-6: HIV/Aids awareness

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible

PART C3: SCOPE OF WORKS
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4.2.1	The responsibility strategy assigned to the contractor for the works is A .
4.2.2	The structural engineer is NKP Consulting Engineers (Pty) Ltd.
4.3.1	The planning, programme and method statements are to comply with the following: a) The Contract time is 6 months. b) Plant and personnel requirements to complete the project in 6 months shall be incorporated. c) A high standard of traffic accommodation (if required). d) The relocation of services (if required). e) Ancillary works by Emerging Contractors. State requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, etc., if not provided in the contract data. Provide particulars of phased completion, programme constraints, milestone dates for completion, etc., as necessary. State requirements for sequencing, as required. State any requirements for software for programmes.
4.3.3	The notice period for inspection is 2 Days
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: None

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4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 48m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. 2) Engineer's supervisory staff shall be provided with rented accommodation. 3) Engineer's supervisory staff shall be provided with cellular phones. 4) The office of the engineer shall be equipped with 2 laptop computers and colour laser printer. 5) The office of the engineer shall be equipped with a copier, fax and e-mail facilities to facilitate communication. 6) The office of the engineer shall be equipped with HVAC facilities necessary for the climatic condition. 7) The office of the engineer shall be equipped with two office desks and chairs as well as filing units for files and drawings. 8) A board room will be provided and equipped to accommodate the employer, his agent and the contractor in meetings.
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of contract sign boards as specified by the client, and included in the drawings are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced. The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur. Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services. The Contractor shall fulfil all wayleaves requirements/permits prior to and during construction.

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4.17.3	Services which are known to exist on the site are: 1.... Electricity poles 2.... Fences 3.... Water pipes
4.17.4	The requirements for detection apparatus are: Where applicable, the Contractor shall use appropriate detection equipment to locate underground services. The Engineer shall be informed immediately of such activities.
Variations None	
Additional clauses	
1 Site meetings and procedures The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.	
2 Water and electricity The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:	
Service	Contractor responsibility
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.
Telecommunication	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary telecommunication connections and installations and purchase bandwidth/units from the supplier for the works at his own cost.
Sanitation	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections for the works at his own cost. The contractor shall ensure the provision of this service at the site camp and at accommodation of contractor's employees

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		contractor's employees.	
	Waste disposal	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary waste disposal means for the works at his own cost.	
	Security services	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary security arrangements and purchase such goods and services for the works at his own cost.	

Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1.5 metres.
Additional clauses:	
1	Stone pitching and rubble concrete masonry All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand. Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.
2	Manufactured Elements Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.
SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.	
4.2.1(a)	A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (Tel: 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at three (3) month intervals throughout the duration of the contract. (Two times in total, including the initial one at the start of the contract.)
Additional clauses	
The duration of each workshop is not to be less than 2 ½ hours .	

5.2 Particular / generic specifications

The management of the site shall be in accordance with the provisions of the South-African National Standards (SABS).

5.3 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5.4 Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

5.5 Management meetings

Project management meetings will be held once a month. This meeting will be attended by the representatives of the Employer, the representatives of the contractor as well as the representatives of the consultant.

All representatives at the meeting(s) must be delegated to take binding decisions, although it may be sometimes necessary to refer some decisions to higher authority.

Any claim or intention to claim must be brought to the attention of the Employer / Engineer / consultant in writing and within 28 days of the cause of the delay or where contractually required any specific shorter period. Not complying with this instruction / procedure will be regarded as relinquishment of the claim.

All important matters must be brought to the attention of the meeting timorously and supported by a written notification.

5.6 Forms for contract administration

Forms for contract administration will be completed by the consultant's staff on site.

5.7 Electronic payments

The contractor is to fulfil the electronic payment requirements of the Client to be paid electronically.

The Contractor is also advised to pay all his staff electronically to avoid handling large quantities of money on site.

5.8 Daily records

The contractor is required to keep a site diary in which to record daily occurrences on site.

5.9 Payment certificates

The Contractor shall be entitled to receive a monthly progress payment, which shall be based on a progress on site and payment certificate issued by the Consultant. The Contractor shall on monthly basis submit a monthly statement of all moneys due to him. On such a statement he shall also include all materials on site. The statement submitted by the contractor shall indicate measured quantities. The consultant shall submit to the Chief Albert Luthuli Local Municipality a signed certificate which indicates the amount due to the contractor.

PS-6 PROCUREMENT

Preferential procurement procedures

Direct preference is given based on the Targeted Enterprise status of the tenderer. Functionality points are allocated based on the Contract Participation Goal offered in terms of the engagement of Local Enterprises and Local Labour.

Scope of mandatory subcontract work

It is mandatory to subcontract work of at least thirty percent (30%) of the value to the local enterprises to achieve the Contract Participation Goal. The choice of who and for which portions of the work he does is to be agreed with the Project Steering Committee or the Community Forum in liaison with the Liaison Officer and the Ward Councillor. The Contractor commits himself to work closely with the Community Forum, who will compile a local resource database to assist the Contractor in maximizing the use of local resources. In inviting local enterprises to tender for subcontracted work, the Contractor shall include the local enterprises identified by the Community Forum, except if they are deemed by the Contractor to be unfit to provide the service or deliver the goods at the required quality, considering the entrepreneurial training available to empower them. In the event of a dispute between the Community Forum and the Contractor as to the ability of an identified service local enterprise for a particular subcontract, the final choice shall rest with the Contractor, following discussions with the CLO and the Engineer.

PS-7 CONSTRUCTION

Applicable SANS 2001 standards for construction works

There are no SANS 2001 standards applicable.

Applicable national and international standards

The relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) shall apply to the contract.

Applicable SA National Standards (SANS)

Reference is made to certain provisions of:

SANS 1921-5	Construction and management requirements for works contracts: Earthworks activities which are to be performed by hand
SANS 1914-5	Targeted construction procurement: Participation of targeted labour

These Specifications are not issued with this volume but are available at the Contractor's expense from: Standards South Africa,

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PS-8 EPWP LABOUR- INTENSIVE SPECIFICATION

EPWP LABOUR-INTENSIVE SPECIFICATION

Employer's objective

The objective of the Employer is to optimise the usage of local labour where possible.

8.1 Labour-intensive works

Labour-intensive works comprise the activities described in the SANS 1921-5, Earthworks *activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

8.1.1 Labour-intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading of 4CE 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 and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
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 and Stormwater Drainage	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	

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Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
---	---	--	--

8.1.2 Employment of unskilled and semi-skilled workers in labour-intensive works

8.1.2.1 Requirements for the sourcing and engagement of labour.

8.1.2.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS1914-5, Participation of Targeted Labour.

8.1.2.1.2 The rate of pay set for the SPWP is as determined by the Civil Engineering Industry task rates for the Mpumalanga area.

8.1.2.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

8.1.2.1.4 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 8.1.2.1.3.

8.1.2.1.5 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:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

8.1.2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

8.1.2.2 Specific provisions pertaining to SANS 1914-5

8.1.2.1 Definitions

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

8.1.2.2.2 Contract participation goals

8.1.2.2.2.1 Contract participation goals have been specified 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.

8.1.2.2.2.2 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.

8.1.2.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

8.1.2.2.4 Variations to SANS 1914-5

8.1.2.2.4.1 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.

8.1.2.2.4.2 The schedule referred to in labour intensive construction 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.

8.1.2.2.5 Training of targeted labour

8.1.2.2.5.1 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.

8.1.2.2.5.2 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should 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 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.

8.1.2.2.5.3 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 Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel:083 677 4026.

8.1.2.2.5.4 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 (5) 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.

8.1.2.2.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

8.1.2.2.5.6 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 8.1.2.2.5.4 above.

8.1.2.2.5.7 Proof of compliance with the requirements of 8.1.2.2.5.2 to 8.1.2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

PS-9 GENERIC LABOUR- INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below (informed by SANS 1921-5, Construction and management requirements for works contracts - Part 5: Earthworks) covers activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- ☐ trenches having a depth of less than 1.5 metres
- ☐ stormwater drainage
- ☐ roads
- ☐ sidewalks and non-motorised transport infrastructure
- ☐ water and sanitation

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

Hand excavatable material

Hand excavatable material is:

a) granular materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

- 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

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Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS			S
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

- a) to 90% Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand. Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m. Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

Introductory Notes to Tenderer

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for in the standard specifications.

- 1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.**
- 2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications where applicable. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications. New payment items introduced do not necessarily replace existing items which may still be used for works on any PART(S) of the project.**
- 3. The tenderer shall note that the standard COLTO specification is based on the COLTO General Conditions of Contract. References to specific COLTO General Conditions of Contract clauses in the specifications shall be exchanged for the equivalent clause in the SAICE Conditions of Contract as amended by the Particular Conditions of Contract to be found in C3.2.1 of this section which are not necessarily inclusive with omissions possible. The Employer assumes no responsibility for the contractor's interpretation of which is the correct or applicable relevant clauses. Clarification in this regard can be confirmed with the Employer if deemed necessary during the tender period.**

SECTION 1100: DEFINITIONS AND TERMS

B1115 GENERAL CONDITIONS OF CONTRACT

Replace Clause 1115 with the following:

“The General Conditions applicable to this contract are the “General Conditions of Contract for Construction Works (Third edition 2015), issued by the South African Institution of Civil Engineering (SAICE). Accordingly, all reference in the Standard Specifications to any other General Conditions of Contract (GCC) has to be amended. The Standard Specifications have been scrutinized and clauses which refer to another GCC identified. These are tabulated below together with the relevant equivalent clause in the SAICE Conditions of Contract. The context of the reference to the GCC is also noted.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE Conditions of Contract for Construction, as amended by the Particular Conditions of Contract in Section C1.2, Contract Data of this Volume, shall apply and the contractor shall be responsible for interpretation of the equivalent clause

CHANGES TO REFERENCES BY THE COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND SAICE GENERAL CONDITIONS

COLTO Standard Specification		COLTO General Conditions of Contract 1998 (GCC)		SAICE Conditions of Contract for Construction works 3 rd edition 2015	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1115	1100-2		Definition of GCC	1	Definition of SAICE
1204	1200-2	15	Construction programme	5.6	Construction programme
1204	1200-2		General reference to GCC		Applicable to SAICE
1206	1200-3	14	Setting out of works		Not covered
1209(a)	1200-4		General references to GCC		Applicable to SAICE
1209(e)	1200-5	52(2)	Valuation of material brought onto site	6.9	Valuation of material brought onto site
1210	1200-5	54 (1)	Certificate of practical completion	5.14	Certificate of practical completion
1212(1)	1200-7	49 (2)	CPA on alternative designs		Not covered.
1215	1200-9	45 (2)	Extension of time for completion due to abnormal rainfall.	5.12	Extension of time for practical completion due to abnormal climatic conditions.
1217	1200-10	35	Care of the works	8.2	Care of the works
1303(ii)	1300-1		General reference to GCC		Applicable to SAICE
1303(iii)	1300-1	49	Price adjustment Item 13.01 (a)	6.8	Adjustment in rates and/or prices.
1303 (iii)	1300-2	49	Price adjustment Item 13.01 (b)	6.8	Adjustment in rates and/or prices.
1303 (iii)	1300-1	53	Variations exceeding 20%	6.11	Variations exceeding 15%
1303 (iii)	1300-2	53	Variations exceeding 20%	6.11	Variations exceeding 15%
1303	1300-2	12	Payment Item 13.01 (c)	6	Payments
1303	1300-2	45	Payment Item 13.01 (c)	6	Payments
1403(c) (ii)	1400-4	40 (1)	Variation for rented accommodation	6.3&6.6	Variations and provisional sums
1505	1500-3	40 (1)	Variation for temporary drainage	6.3	Variation
Item 15.08	1500-8	48	Payment of Provisional Sum	6.6	Provisional Sums
Item 15.09	1500/8	48	Payment of Provisional Sum	6.6	Provisional Sums
Item 15.11	1500-8	48	Payment of Provisional Sum	6.6	Provisional Sums
Note (2)	3100-4	40	Payment for prospecting for materials	6.3	Variations
3204(b) (iii)	3200-2	40	Payment for oversize material	6.3	Variations

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COLTO Standard Specification		tract 1998 (GCC)		SAICE Conditions of Contract for Construction works 3 rd edition 2015
Clause No	Page No	Clause No	Description or Reference	Clause No
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3.2
Item 44.06	4400-3		General reference to GCC, PC Sums	6.6
Item 45.06	4500-3		General reference to GCC, PC Sums	6.6
5803 (c)	5800-3	40	Variation, for landscaping	6.3
5805 (d)	5800-4	40	Variation, for grassing	6.3
Item 58.10	5800-10	48	Payment for Extra Work	6.3
				6.5
8103 (c)	8100-1	40	Variation, for testi ng material	6.3
Item 81.02	8100-26		General reference to GCC, Provisional Sums	6.6
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15

Amend the following clauses:

“B1131 RECYCLING

The process of recycling shall also mean the breaking up of existing pavement layers and/or the mixing of pavement layer materials with a recycling machine.

B1155 WORK IN RESTRICTED AREAS

Under this contract, no additional or extra over payment will be made for work in restricted areas.”

Add the following clauses:

“B1156 OTHER DEFINITIONS

The COLTO Standard Specification for Roads and Bridges has been written for all contractors, employers and engineers. Similarly, the works and the site are not defined and the general nature of the entities and elements that collectively constitute construction under a contract are characterized by the use of lower case letters throughout.

These project specifications continue to use lowercase spellings in order to avoid the appearance of the capitalized and non-capitalized words to describe or prescribe the same elements of work required on this project. However, for the purposes of this contract the following definitions shall apply:

Contractor

The Contractor and the contractor is the same persona defined under clause 1.1.1.9 of the Conditions of Contract, but who will only be formally identified by the formal Letter of Acceptance which will be bound into the final contract document.

Employer

The Employer and employer is the same persona and is defined in Section C1.2.2, Contract Data and clause 1.1.1.15 of the Conditions of Contract.

Engineer

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The Engineer and engineer is the same persona and is defined in Section C1.2.2, Contract Data and clause 1.1.1.16 of the Conditions of Contract.

Site

The site is defined in clause 1.1.1.29 of the Conditions of Contract. It is bound by the limits of construction as shown in the drawings or the description of the project and extends to also include the following:

All areas necessary for accommodating the traffic as prescribed in section 1500 of the specification and the drawings.

Works

The works is described in **PART C3.2** of this document and is as defined in clause 1.1.1.28 of the Conditions of Contract.”

Process Control

Process control means all testing required to be carried out by the contractor at his cost in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the engineer.

Acceptance Control

Acceptance control means whatever testing the engineer carries out over and above the process control testing already carried out by the contractor in order to decide on the acceptability of any work submitted by the contractor. Such testing will be carried out at the cost of the employer in either the engineer's laboratory or one approved by him.

B1159 AGGREGATE SIZE

Where reference is made in this specification or the standard specifications to aggregate size, nominal aggregate size or maximum aggregate size, the aggregate size as listed shall be replaced with the new corresponding aggregate size as indicated in the following table:

Aggregate size	New aggregate size
75	75
63	63
53	50
37,5	37,5
26,5	28
19	20
13,2	14
9,5	10
6,7	7.1
4,75	5
2,36	2
1,18	1 ”

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Delete and replace the words:

“Clause 12 of the general conditions of contract” in the first sentence of the eleventh paragraph with Clause 5.6 of the General Conditions of Contract for construction works 2015 edition.”

In the second paragraph, delete the word “utility” at the end of the second line.

Add the following:

“Provision is made in the pricing schedule for relocation and/or adjustment of existing services under Provisional and Prime Cost Sums. The work is to be undertaken by the contractor himself or by a nominated sub-contractor, depending on required know-how for each case.”

B1204 PROGRAMME OF WORK

(a) General requirements

Insert the following before the first paragraph:

"A network-based programme in accordance with the precedence method shall be provided showing the various activities in such detail as may be required by the engineer. The programme shall be updated monthly in accordance with the progress made by the contractor.

Failure to comply with these requirements will entitle the employer to invoke clause 5.3.2 in the GCC. Alternatively, and upon the employers instruction, request the engineer to apply a programme based on his own assumptions for the purpose of evaluating claims for extension of time for completion of the works, or for additional compensation."

Add the following as a continuation of the first paragraph:

"In drawing up the programme the contractor shall make allowance for the following general requirements:

- (i) All special non-working days defined in Part C1.2.2 Contract Data.
- (ii) Allowance to be made in terms of clause B1215, dealing with inclement weather delays.
- (iii) No construction will be allowed during the December break.
- (iv) The requirement that chemically stabilized subbase layers have to be cured by covering with the subsequent layer which, for upper subbase layers, consists of crushed-stone base material.
- (v) Phasing of construction work in terms of material utilisation will be the responsibility of the contractor, e.g. cut to fill operations, obtaining commercially supplied pavement layer materials, etc.
- (vi) Asphalt surfacing to be completed prior to construction of road surface drainage concrete structures in cuttings and on fills.
- (vii) All levels, dimensions and coordinates shall be checked and confirmed on site with the Engineer before construction commences.
- (viii) A risk assessment with specific focus on the construction activities within an urban area, pedestrian and traffic management, to be compiled with assistance from the Employer's Agent.

- (ix) Communications and liaison with the local PCS.

(b) Programme of work for rehabilitation work

Add the following new third paragraph to this section:

"In addition to the requirements of clause B1204(a) the programme of work shall include the following details:

- (i) A work breakdown structure that identifies all major activities.
- (ii) Scheduled start and end dates for each activity on every phase / section.
- (iii) Linkages between activities that clearly identify sequence, floats and critical path.
- (iv) Intended working hours and resource allocations (plant and labour).
- (v) Monthly cash flow projections.
- (vi) Key dates in respect of information required or due delivery.
- (vii) The contractor's payment weekends and non-work days (periods)
- (viii) Complete finishing of borrow pits for approval by DMR

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following:

Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.

Delete the second, third, fourth and fifth paragraphs and replace with the following:

"The contractor shall submit the quality assurance plan and system he proposes using to the engineer for his approval within two weeks of site handover. Once accepted it shall not be deviated from unless written notification of proposed changes have similarly been submitted and approved. The system shall record lines and levels of responsibility and indicate the method by which testing procedures will be conducted."

Add the following to the end of this clause:

"The engineer shall for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8200 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing.

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete the entire contents of the first paragraph and the following words in the first sentence of the sixth paragraph.

"and of clause 5.3 of the general conditions of contract."

Add the following at the end of the fourth paragraph:

The repair method of this route is to reconstruct the road to existing levels with some localised section to be indicated by the Engineer to be constructed to redesigned lines and levels.

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

One signboard shall be erected and maintained for the duration of the contract at points to be indicated by the engineer. Details of the signboards are included in the contract drawings.

Delete the last paragraph and replace with the following:

"All signboards erected in accordance with the drawings or as ordered by the Safety Officer / Engineer shall be removed at the same time as the de-establishment of the contractor's camp. Payment under item 13.01 for the final instalment of 15% of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

B1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

"VAT shall be excluded from the rates."

Amend sub clause (e) Materials on site by deleting and replacing the words:

"Clause 52 of the general conditions of contract" in the first sentence of the first paragraph with Clause 6.10 of the General Conditions of Contract for construction works 2010 edition.

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete and replace the words in the first paragraph:

"Clause 54 of the general conditions of contract" in the fourth line of the first sentence with Clause 5.14 of the General Conditions of Contract for construction works third edition (2015).

Add the following to subclause (e) before the semicolon:

"(Including road studs)"

Add the following paragraphs under new item (h):

"Notwithstanding that there might be natural or programmed sections or portions of the works that will result in them being completed in their entirety before other sections of the works, no consideration shall be given to the issuing of practical completion certificates for sections of the works. The use of any completed roadway or sections of the work, whether for unhindered use by the public or for accommodation of traffic while other sections are being constructed, shall not constitute use or occupation by the employer.

In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the employer, the works shall be considered for practical completion only if the following criteria have also been met:

- (i) The estimated cost to complete the outstanding work is less than 2% of the tendered sum for the work plus the cost of any variation or extra work orders, but excluding CPA and VAT.
- (ii) The written list of outstanding items of work can be completed within 30 calendar days of the list having been accepted in writing by the contractor.
- (iii) Any information in the contractor's possession, which is required by the engineer and has been requested in writing, has been supplied.
- (iv) The Regional Manager of the Department of Mineral Resources (DMR) has issued written confirmation to the contractor that they are satisfied with the final shaping to all quarries, borrow pits, stockpile areas, and spoil sites used or intended to be used under this contract. In the event of this written confirmation is not obtained from DMR within 60 days, the acceptance by the Independent Environmental Practitioner (IEP) will be sufficient for the issuing of the Certificate of Completion. The confirmation from DMR will be a condition of the issue of the Certificate of Completion."

B1211 TRAFFIC OVER COMPLETED LAYERS

Add the following after the first paragraph:

"No construction traffic shall be allowed on completed recycled subbases or base prior to the final asphalt overlay being completed. In the event that access to properties result in traffic having to be accommodated over stabilised layers, the contractor shall make allowance for a protection layer of at least 50mm sand layer on top of the stabilised layer."

B1212 ALTERNATIVE DESIGNS AND OFFERS

Add the following to the end of sub clause (m):

"The provision for contract price adjustment in the original tender summary must not under any circumstances be altered in an alternative tender"

B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to the last paragraph of sub clause (d)

"These written statements shall be handed to the engineer before the final certificate will be issued. Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the engineer."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Delete and replace the words in the first paragraph:

"Clause 45 of the general conditions of contract" in the first line of the first sentence with Clause 5.12 of the General Conditions of Contract for Construction Works Third edition (2015).

Add the following after the first paragraph:

Method (ii) (Critical-path method) shall be used on this contract.

Method (ii) (Critical-path method)

Delete and replace the words in the second paragraph with the following:

Replace the word "five-day" in the second paragraph with "six-day".

The value of "n" is twenty (20) days.

Refer to historical data included in **PART C4** of this document.

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED IS COMMENCED

Delete and replace the words in the first paragraph:

"Clause 35 of the general conditions of contract" in the second line of the first sentence with

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Clause 8 of the General Conditions of Contract for construction works third edition (2015)."

B1219 WATER

Add the following:

"Water for use on site other than municipal, shall be subject to required permits from DWA submitted to the Contract Engineer by the Contractor. This shall include such extraction points as rivers, privately owned dams, streams, and boreholes. Farmers along the existing rivers could be operating under a quota system of DWA and the contractor shall make his own arrangements for obtaining water from landowners who are not utilizing their quotas to the full or who are willing to provide water. All related arrangements and cost shall be included in the tender rates as applicable."

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Use Table B1219 below to determine the suitability of water for construction purposes.

Property	Unit	Water Quality Classification Code						Method
		H0	H1	H2	H3	H4	H5	
		Pure water (AR)	Clean water (Rain)	Treated water (Municipal)	Silty (muddy) water with low salt content	Highly mineralised chloride sulphate water (brackish)	Waste brack, sewage, marsh, sea, etc. water	
PH*	-	7.0	5.7 – 7.9	4.5 – 6.5	4.5 – 8.5	9.0	-	SABS M113 SM 11 - 1990
Dissolved solids*	ppm	0	1000	1500	3000	-	-	SABS 213 SM213 - 1990
Total hardness*	-	None	None	Temporary	Temporary	Permanent	-	SABS 215 SM 215 – 1971
Suspended matter	ppm	0	2000	2000	5000	-	-	SABS 1049 SM 1049 – 1990
Electrical conductivity	mS/m	0	200	200	500	-	-	SABS 1057 SM 1057 – 1982
Sulphates (SO4)	ppm	0	200	300	500	1000	-	SABS 212 SM 212 – 1971
Chlorides (Cl)	ppm	0	500	1000	3000	5000	-	SABS 202 SM 202 – 1983
Alkali Carbonates (CO3) & Bicarbonates (HCO3)	ppm	0	500	1000	1000	2000	-	SABS 241 – 1999
Sugar	-	Negative	Negative	Negative	Negative	Negative	-	SABS 833
Quality of water required		Untreated layer works	✓ ☐	✓ ☐	✓ ☐	✓ ☐	Investigate the effect on the quality of the material	References: 1. Concrete Technology – Dr S Fulton (1989) 2. Materials Manual (PAWC)
		Chemically treated layer works	✓ ☐	✓ ☐	✓ ☐	Investigate the effect on the quality of the material		
		Concrete mass	✓ ☐	✓ ☐	✓ ☐	Investigate the effect on the quality of the material		
		Concrete prestressed	✓ ☐	✓ ☐				
		Slurry & emulsion	✓ ☐	✓ ☐				
		Soil/gravel tests	✓ ☐	✓ ☐				
		Chemical or control tests	✓ ☐	✓ ☐				

- A primary property. The quality of the water is that quality where all three of the primary properties are within the limits.
- The tabulated single values are maximum value except in the case of the pH value for pure water, which must be 7.0

B1222 USE OF EXPLOSIVES

Add the following subclauses:

“(h) Definitions

- (i) **“Specified excavation or Payment line”** means the excavation profile given on the Drawings or determined by the engineer for the Works, within which no unexcavated or loose material shall occur after the excavation is complete except as allowed within the specified tolerances. It is also the line to which payment for excavation will be made.
- (ii) **“Pre-splitting”** comprises drilling a line of closely spaced parallel holes of appropriate diameter, spaced not more than ten times the hole diameter or 600mm, whichever is the smaller and charging the holes with an appropriate amount (decoupled if necessary) and type of explosive to shear the rock, forming a surface along the line of drill holes.

Either all the holes in a presplit line shall be drilled, charged and detonated simultaneously prior to drilling the production holes for the excavation adjacent to the presplit line, or pre-splitting shall be accomplished by delaying detonation in the production holes to allow the presplit holes to fire first. The first line of production holes next to the presplit face shall be lightly charged to ensure that the presplit face is not damaged when the charges in the production holes are detonated.

- (iii) **“Smooth blasting”** comprises the drilling of a number of closely spaced parallel holes along the required excavation surface, with a suitable burden/spacing ratio, loading all the holes lightly with a uniform continuous charge of small diameter explosive and detonating all these charges simultaneously, after the detonation of the main production blast.
- (iv) **“Line Drilling”** comprises drilling a line of holes of appropriate diameter spaced not more than twice the hole diameter to form a surface of weakness along which the rock will break. Blasting is not permitted in the line drilled holes, and the first line of production holes next to the line drilled holes shall be lightly charged to avoid damage to the line drilled break surface.
- (v) **“Cushion Blasting”** comprises the separate removal of a protective zone of rock which has been purposely left within the specified limits of excavation for flat areas and shallow slopes. Drilling for cushion blasting shall consist of a regular pattern of holes at appropriate spacings and angles and to accurate depths. The holes shall be lightly charged and detonated in relays to lift the rock progressively to form the final excavated surface without shattering the surrounding rock.
- (vi) **“Overbreak”** means any excavation area which extends beyond the payment line, irrespective of the reason for such excavation.

(i)) General

The design of blasts shall be undertaken by a suitably qualified person. A copy of all certificates issued to workmen to permit them to undertake blasting, and to the contractor to cover the purchasing, storage and transport of explosives shall be handed to the engineer before any blasting work is undertaken.

The contractor shall submit to the Engineer at least 28 days before the commencement of any excavation work or drilling, full details of his proposed methods and sequence of excavation and programme for the use of explosives.

Within 2 weeks of receipt of the proposals, the engineer shall indicate acceptance in part or in whole, in writing, to the contractor. The engineer reserves the right to reject the proposals if, in his opinion, undesirable damage to permanent rock surfaces or existing structures will result from carrying out the blasting as proposed. If acceptance is withheld, new proposals in whole or in part shall be submitted.

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No drilling or blasting shall be carried out in areas for which the proposals have not been accepted by the engineer, and any changes to the accepted methods shall be subject to the engineer's approval.

The work shall be programmed so as to minimise blasting adjacent to previously constructed sections of the Works.

Where blasting is necessary every precaution including the use of blast mats, timber boarding or other means shall be exercised to protect the Works and persons, animals and property in the vicinity of the Site. The contractor shall accept responsibility for all injury or damage occasioned by any blasting operations and shall make good such damage without any additional payment.

The contractor shall, in particular, note the requirement that he must limit to the maximum extent practicable the spillage of material from surface excavations, whether by blasting or other means. To this end the contractor shall take all necessary precautions including, if necessary, covering the rock prior to blasting with sufficient loose material to prevent the blasted material being thrown. If, however, during the course of excavation on a hillside, the engineer is of the opinion that insufficient precautions are being taken to minimise the spillage of material, he may instruct the contractor to adopt further measures to reduce the spillage. No separate payment will be made for any such measures required.

Each separate blast shall be designed in accordance with modern blasting practice to break out the rock with the minimum explosive force. Full details of each blast, unless such blast is unchanged from the previous one, shall be submitted to the engineer for scrutiny not later than 24 hours prior to the commencement of drilling for that blast. The details shall include the location, depth and area of blast holes, the type, strength, amount, column load and distribution of explosives to be used per hole, per delay and per blast, the sequence and pattern of delays, the maximum expected level of shockwaves on adjacent structures, and the description and purpose of any special methods to be adopted by the contractor.

The consent by the engineer to any blasting proposals shall not relieve the contractor of his responsibilities under the Contract and the law.

Should the contractor excavate to dimensions in excess of those specified or instructed by the engineer, whether to remove damaged material or for reasons of safety or for his own convenience, he shall at his own expense and when required by the engineer, fill in the excess excavation with concrete or sprayed concrete of approved quality or with other material approved by the engineer, or carry out additional trimming to the satisfaction of the engineer.

The contractor shall provide the engineer each day with a copy of the record for the previous day's excavations. Where applicable the following data shall be recorded for each working area together with such other data as the engineer may request.

- (i) location of the excavation and position within the excavation
- (ii) drilling pattern
- (iii) type and amount of explosive used, including blasting pattern and delays used
- (iv) details of rock support
- (v) surface area of sprayed concrete and location
- (vi) number and classification of labour and plant
- (vii) unusual occurrences, rockfalls, unstable or soft ground and inflows of water
- (viii) progress, delays and reasons for delays
- (ix) name and permit number of blaster
- (x) date
- (xi) distance of blasts to structures and existing services

(j) Quality of Excavated Surface

Unless otherwise instructed by the engineer all blasting work shall be carried out using controlled blasting techniques to minimise any damage to the final profile.

Use shall be made of approved special explosives and/or blasting techniques which will minimise blasting induced fractures, or disturbance, on the rock faces outside the excavation line so preserving the rock in the soundest possible condition. No separate payment will be made for cushion blasting. The cost of using cushion blasting techniques shall be included in the rates for excavation.

The surface after blasting shall exhibit a regular fracture plane between barrels without back break and with half barrels visible over the major portion of the surface. The surface shall be scaled down of all loose and hollow sounding rock to leave a solid, intact surface. Light charges shall be used for enlarging or correcting the excavated profile and also for excavating trenches.

If in the opinion of the engineer, the methods of blasting are at any time causing excessive or undesirable disturbance of the rock mass surrounding the excavated space, he may order the contractor to change his methods of blasting and/or carry out blasting trials until the desired results are achieved. No additional payment shall be made for any change or further trials ordered by the engineer or any delays resulting there from.

The spacing of holes and explosive charges shall be adjusted so that a minimum of oversize material is produced (a maximum particle size of 600mm). The engineer shall have the right to order the contractor to adjust his blasting pattern and/or carry out secondary blasting at his own cost, should he be of the opinion that the contractor is not taking sufficient care to produce rock of the required size.

(k) Monitoring of Blasts

The contractor shall supply and operate an approved tri-axial particle velocity meter equipped with a permanent paper trace output, which shall be used as and where directed by the engineer to monitor blasting work.

The paper trace output records shall show the time and location of each blast, the type and amount of explosive used, together with any other relevant data. Copies of these records shall accompany the daily records required in terms of Clause (i) above.

The contractor shall 7 days prior to submission of blast designs, complete a single hole detonation for each blast site. This blast is to be accurately monitored by the contractor in order to obtain the rock factor (k), which will be used in Langefors' formula to estimate the peak particle velocities.

(l) Notification of Blasts

Prior to any blasting, 28 days' notice is to be given to the engineer and relevant authorities. The contractor shall further notify the engineer of the intention to blast at least 48 hours before that operation is carried out. The notification shall show the location of and the intended time of each blast and the name of the licensed blaster and shift foreman responsible. No blasting shall be undertaken during any known peak hour days on specific peak hours (long weekends).

The contractor shall distribute written notification to all organisations on site, and relevant authorities, 24 hours prior to undertaking blasting. Any delay or postponement of any blasts shall be notified to all organisations immediately. The firing of explosives shall be restricted as detailed in Item B1222(r) of this specification.

(m) Blasting near Structures

The amount of explosives that may be detonated shall not result in a ground vibration with a peak particle velocity in excess of 25mm/sec at the nearest point of any part of Permanent Works. Where circumstances dictate, such as when blasting near to partially cured concrete, the peak particle velocity permitted may be reduced by the engineer.

Blasting shall not be carried out within 10m of any Works, unless otherwise agreed to in writing by the engineer.

(n) Controlled Blasting

Controlled blasting methods shall comprise pre-splitting, smooth blasting, line drilling or cushion blasting techniques.

All charges shall be accurately made up and inserted into the holes at the correct spacing, and all holes shall be correctly stemmed and connected in the correct sequence, with detonators being correctly delayed.

If at any time the methods of drilling and blasting do not produce the desired results of a uniform profile and shear face without overbreak, all within the tolerances specified, the contractor shall be required to undertake tests as until a technique is arrived at that will produce the desired results.

Controlled blasting shall be used in the widening of the cuttings or otherwise where called for by the engineer.

(o) Drilling

In all controlled blasting, drilling accuracy of perimeter holes is of prime importance and the contractor shall take particular care and make use of sight lines and guide rails in surface work to control the alignment and depth of blast holes. Holes which are likely to protrude more than 100mm beyond the excavation profile, shall not be charged up, but shall be redrilled.

The blast pattern shall be accurately set out and holes shall be collared within 50mm of the required position. Holes which are overdrilled shall be fully stemmed to the required depth before charging up takes place.

The length of perimeter holes for any individual lift shall not exceed 10m or any lesser depth detailed on the drawings. All perimeter holes for surface blasting shall be drilled to a depth of 1m below the bottom of any production holes adjacent to the perimeter plane.

(p) Use of Explosives

Both cartridge and bulk explosives may be used where appropriate.

In controlled blasting the type, size, decoupling and charge concentration of perimeter and bulk charges shall be within established parameters unless otherwise proven acceptable by site trials.

The bottom charge of a pre-split hole shall not be larger than the line charges unless otherwise directed. The top charge of the pre-splitting hole shall be placed far enough below the collar to avoid overbreaking the final profile.

Adequate stemming shall be used to avoid blow-outs.

(q) Checking and Correcting the Excavated Profile

The excavated profile shall be checked for line, level and underbreak using methods approved by the engineer. No projections of rock shall protrude within the payment line, except as allowed within the specified tolerances.

The contractor shall submit his proposals for removing any underbreak to the engineer for his consent prior to carrying out any such work of removal. Any work executed or delays, which are due to the contractor having to re-excavate underbreak and then re-install support shall be carried out without additional payment, and no extension of time will be allowed for this work.

(r) Accommodation and Protection of Existing Services and Infrastructure

In the event of the laid-down vibration parameters as detailed in (m) above being exceeded or in the event of a valid recording not being made available as stipulated above, the engineer reserves the right to ascertain by whatever means, whether damage was caused by the blast to the service or structure. All costs incurred in establishing such possible resultant damage and the repair thereof will be to the contractor's account.

(s) Specific blasting

If considered necessary by the Engineer to order a specific type of blasting method it shall be indicated in the documents and/or pricing schedule. The ordering of a specific type of blasting method by the Engineer shall not relieve the Contractor from his obligations relating to the accuracy of the excavated profile.

(t) Blasting near Roads

Blasting near existing roads shall be undertaken during off peak traffic hours. Reference shall be made to sub-clause B1502(m) of these specifications."

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

"The full extent of the road reserve will be handed over to the Contractor at the beginning of the contract. The total area taken up by the road reserve and borrow pits as well as quarries are applicable. He shall be responsible for the maintenance along this portion of the road until completion of the contract."

B1227 MONTHLY SITE MEETINGS

Add the following to this clause:

"The contractor's representative attending site meetings shall have the authority to take decisions and make commitments on behalf of the contractor. The contractor shall prepare and submit progress and information reports as required by the engineer five days before the meeting date agreed. These report sheets shall be discussed and reviewed at the monthly meeting or at any other meeting if deemed necessary by the engineer."

B1229 SABS CEMENT SPECIFICATIONS

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

Add the following clauses:

"B1230 MATERIALS

(a) General

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates showing that the materials do so comply.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Contract Engineer's office on the site, free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer (as allowed for in an alternative tender).

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused or new materials.

Earth, stone, gravel, sand, and all other materials excavated or present on the site or within the road reserve, or in borrow areas shall not become the property of the contractor, but will be at his disposal only in so far as they are approved for use on the contract.

Existing structures on the site shall remain the property of the employer and except as and to the extent

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required elsewhere in the contract, shall not be interfered with by the contractor in any way (except for structures to be fully or partially broken down).

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry or commercial source selected and identified for use provides the specified quality material in accordance with the specification.

All road signs used for accommodation of traffic shall be serviceable in terms of reflectivity, unbroken in any manner and to the correct sizes as specified. Signs not fit for purpose or damaged during use shall be replaced and removed from the site at the contractor's cost.

(b) Compaction

All references to “% of modified AASHTO density” made in the standard specifications and project documents shall be read as “% of MDD”.

B1231 ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is an important aspect of this contract. The environmental control of the site shall comply to the following list of activities.

- (a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- (b) The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances be allowed.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area.

Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.

- (f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed

of in licensed authorised disposal facilities.

- (g) Control of invader species of plants.
- (h) Clearing shall be limited to the road prism and, where applicable, detours, which shall be sited in consultation with the Engineer and the local communities.

No separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for Item 13.01(c) but any avoidable non-compliance with these rules may be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item.

B1232 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act.

The manner in which Workmen's Compensation shall be handled shall be resolved by the Contractor at the commencement of the contract.

B1233 CARE OF WORKS, DAMAGE, INJURY AND INSURANCE

Compliance with Road Traffic Act:

When a service necessitates vehicles or plant travelling or working on a public road the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he is driving or operating.

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic.

The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

B1231 MEASUREMENT AND PAYMENT

Item	Unit
------	------

B12.01 Relocation, protection or replacement of existing services:

- (a) Allow a provisional sum for existing services to be relocated, protected or replaced as ordered by the engineer:
 (specify service) provisional sum (prov sum)
- (b) Handling cost and profit in respect of:
 (specify sub-subitem)percentage (%)

The provisional sum item shall be paid in accordance with the provisions of the General Conditions of contract as amended if applicable. The tendered percentage is a percentage of the amount actually spent under the items agreed and shall include full compensation including profit etc. for providing equipment, if required, labour transport, supervision, accommodation of traffic and incidentals.”

Item	Unit
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B12.02 Excavation:

Excavating material within the following depth ranges below ground level for the exposing of/or searching for services

- (a) 0m to 2m:
 - (i) Soft materialcubic metre (m³)
 - (ii) Hard material.....cubic metre (m³)
- (b) Extra over item B12.02(a) for excavation by means of hand tools such as picks, crowbars and pneumatic tools or mechanical breakers in close vicinity of services where no blasting or machine excavation is permitted:
 - (i) Soft materialcubic metre (m³)
 - (ii) Hard material.....cubic metre (m³)

Measurement and payment shall be as specified for item 22.01 in the standard specifications.

Item	Unit
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B12.03 Excavation of test pits and sampling thereof along the Road as instructed by the engineer

- (a) Sampling by approved materials laboratory..... prime cost sum (PC sum)
- (b) Handling cost and profit in respect of
 (specify sub-subitem)percentage (%)

The PC sum items shall be paid in accordance with the provisions of the General Conditions of Contract as amended by Particular Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime cost sum and provisional sum items, which shall include full inclusive compensation including profit to the contractor in connection with providing the specified service.

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Item	Unit
B12.04	
Community Liaison Officer (CLO)	

- | | |
|---|-----------------|
| (a) Remuneration of Community Liaison Officer | provisional sum |
| (b) Handling costs and profit in respect of sub-item B12.04 (a)." | percentage (%) |

The CLO shall be paid at a rate as determined by the Employer.

The following General Requirements and Provisions refer to section C3.3 of this document.

Refer to **PART C3.3: PARTICULAR SPECIFICATIONS**

PART C: ENVIRONMENTAL MANAGEMENT

Add the following payment items:

Item	Unit
C10.01 Environmental Control Officer	
(a) Provisional Sum for remuneration of Employer's agent for Environmental Control Management (ECM)	Provisional sum
(b) Contractor 's handling cost, profit and all other charges in respects of sub item C10.01 (a).....	Percentage (%)

Item	Unit
C10.02 Negotiation with land owners and authorities	
(a) Compensation to the affected land owners.	Provisional sum
(b) Handling Cost and profit in respect of Sub-item C10.02 (a).....	percentage (%)

PART E: OCCUPATIONAL HEALTH AND SAFETY ACT OBLIGATIONS

Add the following payment items:

Item	Unit
E10.01 Occupational Health and Safety	
(a) Contractor's initial obligations in respect of the OHS Act and construction regulations.....	Lump Sum
(b) Contractor's time obligations in respect of the OHS Act and construction regulations.....	Month
(c) Submission of the Health and Safety file	Lump Sum
(d) Provision for personal protection equipment and clothing.....	Lump Sum
(e) OHS Training	Lump Sum

Item	Unit
E10.02 Occupational Healty & Safety Agent on behalf of the Employer	
(a) Provisional Sum for payment of OHS Agent	Provisional sum
(b) Handling Cost and profit in respect of Sub-item F10.02(a)	percentage (%)

PART F: TRAINING

Item	Unit
F10.01 Training	
(a) CETA Accredited training	
(i)) Generic skills	provisional sum
(ii) Entrepreneurial skills	provisional sum
(iii) Experiential training for S4 civil students.	provisional sum
(b) Handling costs and profit in respect of sub-item F10.01(a)(i) to (iii).	percentage (%)
(c) Training venue	percentage (%)
(d) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the Site	provisional sum
(e) Handling costs and profit in respect of sub-item F10.01(d).	percentage (%)

Payment of the training allowance in sub-item F10.01(a) will be made at the daily task rate set for the SPWP. Expenditure under sub-items F10.01(b), (c) and (d) shall be made in accordance with the General Conditions of Contract, the tendered percentages being a percentage of the amounts actually spent respectively under sub-items F10.01(a) and (c)."

SECTION 1300: CONTRACTOR'S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302: General Requirements

(c) Legal and contractual requirements and responsibility to the public

Add the following:

"All costs incurred to comply with the requirements of the Occupational Health and Safety act of 1993 including Construction Regulations of 2014 as well as additional requirements as specified in the Chief Alert Luthuli Local Municipality Health and Safety and Environmental Management documents, shall be included in the contractor's general obligations tendered by the contractor.

When the activities of the contractor cause damage to vehicles of the travelling public, directly or indirectly, such as damage caused by loose aggregates on the road surface, and the contractor or his insurance company does not satisfactorily settle claims emanating from such occurrences, the employer reserves the right to settle such claims on behalf of the contractor and deduct such costs from the monthly payment certificates. Such payments are provided for in Section 1300 of the pricing schedule."

Add the following new sub-clause:

(e) Contractors ablution facilities

The Contractor shall, at each construction section, provide sufficient portable chemical latrine units. Furthermore, the contractor shall also provide a portable chemical latrine unit at each temporary traffic control facility complying with the EMP. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates tendered for the items B13.01(c)."

“(f) Appointments

The Contractor shall as a minimum appoint the following staff members:

- Traffic Safety Officer
- Site environmental Officer
- Health and Safety Officer in terms of the Occupational Health and Safety Act.

The contractor shall submit a CV of the candidates with previous similar experience to the engineer for approval before the candidate is appointed."

B1303: PAYMENT

Item	Unit
B13.01	The contractor's general obligations

Add the following paragraph after the fourth paragraph, i.e. after the paragraph numbered as (iii):

"(iv) Should the combined total tendered for sub items (a), (b) and (c) exceed 15% of the tender sum (excluding VAT), the tenderer shall state his reasons in writing for tendering in this manner."

Item	Unit
------	------

B13.02 Supply, transport to site and erect contract signboards..... Number (No.)

The item shall cover all costs with regard to producing and erecting the signboards in accordance with the drawing and leave them erected at the end of the contract.

B13.03 Re-establishment Number (No.)

This item allows provision for re-establishment of the contractor's plant, office and general obligations in the event that the Employer has executed his right to suspend the works in accordance with clause 5.11.2 of the GCC. Payment of this provision shall only be upon instruction from the employer's agent.

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

b) Offices

Amend sub-clause (xii) to read as follows:

“(xii) A complete telephone service capable of delivering electronic and facsimile data, together with ...”

Amend sub-clause (xvii) to read as follows:

“(xvii) A combination colour printer/copier/scanner/facsimile machine for A3 and A4 size documents.”

Add the following sub-clauses:

“(xviii) Plan holders which shall be able to accommodate 30x A0 – sized drawings hanging vertically and of a robust construction to withstand continuous use over the duration of the contract.

(xix) An electric refrigerator of specified capacity.

(xx) Floodlights which are to be controlled by a photocell for security purposes at the offices and laboratory.

c) Laboratories

In the second paragraph, second line substitute “drawings” with “figures included in the project document”

B1404 SERVICES

d) Water electricity and gas

Add the following to the end of the third paragraph:

“The power supply shall be regulated by a suitable voltage regulator in order to maintain a constant current and voltage level at all times to prevent damage to the office and laboratory equipment and related machinery during power surges. In the event of damage to the office and laboratory equipment and related machinery because of a faulty voltage regulator, the contractor shall be liable for payment of all repair or replacement costs of such damaged items.”

Add the following paragraph:

“The supply of electricity and water to the offices and laboratories of the engineer’s supervisory staff shall be maintained 24 hours per day”

B1405 GENERAL

Add the following to paragraph (e):

“In addition, the offices and laboratories shall be supplied with approved burglar proofing and the whole site shall be guarded full time during the day and night, as well as over weekends and holidays. The site shall also be fenced with a 2,4m high security fence with a razor-cut wire being used as strands or with a brick wall. The cost of this protection shall be included in item B13.01.”

B1406 MEASUREMENT AND PAYMENT

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Item	Unit
B14.03	Office and laboratory fittings, installations and equipment
a) Items measured by number	

Add the following subitems:

“(xx) Plan holder number (No)
(xxi) Floodlights complete with poles and 500Watt minimum globes..... number (No)

The tendered rate for subitem B14.03(a)(xxi) shall include for the operation of the lights from sunset to sunrise for the full duration of the contract.”

b) Prime cost items and items measured and paid for in a lump sum

Add the following subitems:

“(ix) Cell phones costs, including pro-rata rentals, for
calls in connection with contract administrationprime cost sum (PC)sum

(x) Handling costs and profit in respect of
subitem 14.03(b)(ix) above.....percentage (%)

Payment of B14.03(b)(ix) shall include for the cost of all cellular telephone calls in connection with contract administration, as well as pro rata fixed costs.

The tendered percentage for pay item B14.03(b)(x) shall be a percentage of the amount actually spent under sub item B14.03(b)(ix) which shall include full compensation for the profit and handling costs incurred in managing provision of the cellular phones and monthly billings.”

Item	Unit
B14.10	Provision of Photostat facilities

Amend this pay item description to read “Provision of copying facilities” and in the payment prescription, amend “photocopier” to read “combination colour printer/copier/scanner/facsimile machine”.

PSA: SABS 1200 A – GENERAL

PSA 1 QUALITY AND SAMPLES (Subclause 3.1)

Add to the Subclause:

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

PSA 2 CONTRACTOR'S OFFICE AND STORES (Subclause 4.2)

Add to the Subclause:

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

PSA 3 APPROVED LABORATORIES (Subclause 7.2 of SABS 1200A General)

It is not required for the Contractor to supply a laboratory for testing materials on site, and he may submit the name and credentials of a local commercial laboratory, for approval by the Engineer if he so requires.

PSAB: SABS 1200 AB – ENGINEERS OFFICE

PSAB 1 SURVEY ASSISTANT AND EQUIPMENT

The Contractor will not be required to make any survey equipment available specifically for the use of the Engineer.

The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as a theodolite and/or level plus accessories.

PSAB 2 FACILITIES FOR ENGINEER

No specific offices are required for the Engineer on this contract. The contractor is however expected to have enough space for the holding of site meetings.

PSC: SABS 1200 C – SITE CLEARANCE

PSC 1 DISPOSAL OF SURPLUS MATERIAL (Subclause 3.1)

The disposal site is at the discretion of the Contractor but with approval from the Engineer.

PSDB: SABS 1200 DB – EARTHWORKS (PIPE TRENCHES)

PSDB 1 PRECAUTIONS (Subclause 5.1)

Add the following to Subclause 5.1.1 General: Delete

the first four lines and substitute the following:

The Contractor or his agent or representative appointed in writing shall be deemed to be and shall be both the “excavator” and “a person who is competent to pronounce on the safety” of all bracing and shoring as set out in regulation 13 (demolition and excavation) of the General Safety Act No 6 of 1983 as published in the Government Gazette no 10252 Volume 251 page 30 of May 1986 (as amended).

PSDB 2 PROGRAMMING OF TRENCH EXCAVATION

The Contractor shall program his works in such a way that excavation and backfilling for all types of trenches will be completed before the construction of the subbase layer.

PSDB 3 BACKFILLING (Subclause 3.5b and 5.7.2)

All trenches that cross the roadway will be provided with the material and compacted to the specification as per the original layerworks of the road that has been crossed.

PSDB 4 BEDDING CLASS (Clauses 8.2.3, 8.3.2a & 8.2.3b)

Unless shown otherwise on the drawings all bedding shall be of a class B type for concrete and flexible pipes as per section 1200 DB of SABS 1200

PSDB 5 TRANSPORT FOR EARTHWORKS AND TRENCHES (Subclause 5.6.8)

Add the following to clause 5.2.6.1 of SABS 1200 DA:

- c) Notwithstanding anything stated to the contrary, the freehaul distance on this contract will be taken as 5,0km.

PSDB 6 EXCAVATION (Subclause 5.4)

Add to the subclause:

Excavation through surfaced roads is to be carried out in such a way that the edge of the surfacing forms a straight and true line after excavation.

PSDB 7 BARRICADING AND LIGHTING (Subclause 5.1.1.1)

Delete the Subclause and substitute the following:

In terms of the Occupational Health and Safety Act and Regulations (as amended), every excavation that is accessible to the public or that is adjacent to a public road or thoroughfare, or by which the safety of persons may be endangered, shall be

a) For Excavations Other Than Trenches:

- i) Adequately protected by a barrier or fence at least one metre high erected as close to the excavation as is practicable; and
- ii) Provided with red warning lights or any other visible boundary indicators at night or when visibility conditions are poor; and
- iii) Inspected by watchmen employed by the Contractor to ensure that barricades and lights are effective at all times.

b) For Trench Excavations

- i) Adequately protected by means of at least two horizontal double sided 'red/white' Chevron Tapes approved by the Engineer. The tapes shall be stretched tightly between suitable supports along both sides and ends of the excavation at levels approximately 0,45 m and 1,25 m above the ground. The supports shall consist of poles or iron standards securely planted in solid ground at not more than 10 m centres so as to enclose the spoil and the excavations.
- ii) Provided with red warning light or any other visible boundary indicators at night or when visibility conditions are poor. The spacing between lamps along an open trench shall be not greater than 10 metres. All lamps shall be kept in good order and continuously lit from dusk to dawn

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and the Contractor shall employ a night watchman to ensure that the lamps remain lit.

- iii) Provided with a sufficient number of steel plates at least 2 m x 1,20 m x 8 mm thick which may be laid across open excavated trenches to provide bridges for vehicles along the route of the work as and where may be considered necessary by the Engineer. The Contractor shall make such plates available on Site at all times.
- iv) Provided with protection for a private vehicular or a pedestrian crossing over an open trench. Such crossings shall be protected on each side by a stout two rail timber fence, at least 1 m high, consisting of 150 mm x 75 mm timber verticals set 0,50 m into the ground, with 75 mm x 50 mm rails securely nailed to them. Where timber is used for bridges, it must be battened underneath to prevent tipping. At least 4 lamps must be provided at each crossing.
- v) Provided with warning barriers in addition to the barricading and light requirements set out above, where construction is in, or across, public roads. The barriers shall comprise 225 mm x 40 mm timbers firmly fixed to heavy supports. The barriers shall be located at least 20 m distance from the obstruction in the directions of all approaching traffic; and the requisite ROAD CLOSED, DEVIATION and other signs shall be prominently displayed well in advance of the work. All such signs and positioning thereof shall comply with the requirements set out in the S.A. Road Traffic Signs Manual.

Where only a portion of the roadway is closed suitable empty drums or pipes painted white shall be placed along the traffic side at distances not more than 20 m apart.

Lamps in good order shall be provided one to each drum or pipe and at least five to each barricade, in addition all poles and warning notices shall be clearly marked by means of approved reflecting material.

- vi) Regularly inspected by watchmen employed by the Contractor to ensure that barricades, bridges, warning barriers and lights are effective at all times.

PSGA SABS 1200 GA – CONCRETE (SMALL WORKS)

PSGA 1 CEMENT (Subclause 3.2)

Unless written consent to the contrary is received from the Engineer, all cement used on the contract will be Ordinary Portland cement (CEM II 42,5).

PSGA 2 FINISH (Subclause 4.4.2)

All exposed concrete surfaces shall be floated off to the necessary gradients and planes, and while still green, will be finished off to a smooth surface with a wooden trowel.

PSGA 3 STRENGTH CONCRETE (Subclause 5.4.1.5)

The strength concrete necessary for the different portions of the work is as follows:

GRADE	ITEM
20/19	All manhole box covers and bases, thrust blocks
20/19	Encasement of pipes
20/19	Reinstatement of driveways

Should concrete for the works be mixed on site, the Contractor is to provide the Engineer with a mix design carried out by an approved laboratory for approval. The Contractor is also to furnish the Engineer with the methodology and equipment to be used for the mixing of concrete for approval by the Engineer. Six tests cubes are to be taken prior to the first concrete pour, and the 7-day result will be utilized as a first indication of suitability of the mix design. Approval will however be based on the 28 day strength.

PSL 1 Piping

All pipes to be used are Freeflo Solid Wall Sewer and Drain Pipes, Class 34-Heavy Duty (300kPa pipe stiffness), SANS 791:2002 specification.

PSL 2 DEPTHS AND COVER (Subclause 5.1.4)

Add the following Subclause:

5.1.4.5 Cover depths for the pipe line will be as specified on the long section. Where cover is less than 600mm, provision has been made for encasing of pipes.

PSL 3 LAYING – GENERAL (Subclause 5.1.1)

Add the following to Subclause 5.1.1:

“Pipelaying shall not be carried out in trenches which have not been approved by the Engineer. The total length of sewer line which has not been tested and approved may not exceed 500m.”

PSLB: SABS 1200 - BEDDING (PIPES)

PSLB 1 SELECTED FILL MATERIAL (Subclause 3.2)

In the second line delete "PI not exceeding 6" and substitute with "PI not exceeding 10".

PSLB 3 SUITABLE MATERIAL AVAILABLE FROM TRENCH EXCAVATIONS (Subclause 3.4.1)

Delete the Subclause and substitute the following:

The excavation of a pipe trench shall comply with the requirements of Subclause 5.4 of SABS 1200 DB and the provisions of Subclause 3.7 of SABS 1200 DB (in terms of which, for the purpose of providing bedding materials, the Contractor is not required to use selective methods of excavating) shall apply. Nevertheless the Contractor shall take every reasonable precaution to avoid burying or contaminating material that is suitable and is required for bedding or covering the pipeline. If, in the opinion of the Engineer, bedding material can be produced from the excavated material, the Contractor, if so ordered by the Engineer, shall screen or otherwise treat (as Scheduled) the excavated material in order to produce material suitable for bedding (see also Subclause 8.1.2).

PSLB 4 STONE BEDDING (New Subclause 5.2.5)

Add new Subclause:

Where ordered by the Engineer, special drains consisting of a 40 mm thickness of 6mm to 20mm graded stone extending the full width of the trench shall be provided below the bedding to the pipes. The excavation for these drains will be measured in cubic metres at the contract rate applying to unsuitable excavation below the bottom of the trench. The stone filling will be paid for per cubic metre. All measurements in this connection will be to a width equal to the base widths and depths ordered.

PSLB 5 SELECTED FILL BLANKET (Subclause 5.3(b))

Delete the words "200 mm" from title.

PSLB 6 CONCRETE CASING TO PIPES (Subclause 5.4)

Add to the Subclause:

Where concrete encasing is ordered by the Engineer it is to be of grade 20/19 concrete with a minimum thickness of 150 mm above the top of the pipe.

PSLB 7 MOISTURE CONTENT AND DENSITY (Subclause 6.1)

Add to the Subclause:

The permissible deviations applicable are to be to Degree of Accuracy II.

PSLB 8 VOLUME OF BEDDING MATERIALS (Subclause 8.1.3)

Add to the Subclause:

- (c) The volume of bedding material shall be measured nett i.e. the volume of the pipe is to be deducted.

PSLB 9 FREEHAUL (Subclause 8.1.6)

The freehaul that applies to selected granular and selected fill material shall be 5km.

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PART C	ENVIRONMENTAL MANAGEMENT SPECIFICATION
PART D	DAYWORKS
PART E	OHSA 1993 SAFETY SPECIFICATION
PART F	SMALL CONTRACTOR DEVELOPMENT, TRAINING AND COMMUNITY LIAISON

**PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION GENERIC ENVIRONMENTAL
SPECIFICATION**

1. Method Statements

The Contractor shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Engineer/ECO. Such approval shall not unreasonably be withheld.

The Engineer/ECO may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Engineer/ECO, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the Specifications.

Approved Method Statements shall be readily available on the site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

2. Environmental Awareness Training

It is a requirement of this contract that environmental awareness training courses are run for all personnel on site. All employees who spend more than 1 day a week or four days in a month on Site must attend the training. Two types of course shall be run: one for the Contractors and Subcontractors management and the other one for all site staff and labourers. Courses shall be run during normal working hours at a suitable venue provided by the Contractor.

All attendees shall remain for the duration of the course and sign an attendance register that early indicates participant's names on completion, a copy of which shall be handed to the Engineer/ECO. The size of each session shall be limited to the numbers shown in the Project Specification and the Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site. A Method Statement with respect to the organisation of these courses shall be submitted. Conduct revised training as and when required.

Notwithstanding the specific provisions of this clause it is incumbent upon the Contractor to convey the sentiments of the EMP to all personnel involved with the works.

2.1. Training course for management and foremen

The environmental awareness training course for management shall include all management and foremen. The course, which shall be presented by the Engineer/ECO/EO or his designated representative, is of approximately one-hour duration. The initial course shall be undertaken not more than 7 days prior to commencement of work on site.

2.2. Training course for site staff and labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor from material provided by the Engineer/ECO/EO unless otherwise indicated in the Project Specification. The course is approximately one-hour long. The course shall be run not more than 7 days after commencement of work on site with sufficient sessions to accommodate all available personnel.

3. Contractor's Environmental Representative

The Contractor shall appoint an environmental representative (called an Environmental Site Officer) who shall be responsible for undertaking a daily site inspection to monitor compliance with this Specification and the relevant Project Specification. The Contractor shall forward the name of the environmental representative to the Engineer/ECO/EO for his approval seven days prior to the date of the environmental awareness training course. The Contractor's environmental representative shall complete daily Site Inspection Forms and these shall be submitted to the Engineer/ECO/EO once a week.

4. Site division, demarcation and no-go areas

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified. The area of the site shall be fenced where possible.

A Method Statement detailing the layout and method of establishment of the construction camp (including all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure required for the running of the project) shall be provided.

As required by the Project Specification, the Contractor shall erect and maintain permanent and/ or temporary fences of the type and in the locations directed by the Engineer/ECO/EO. Such fences shall, if so specified, be erected before undertaking designated activities.

If so required by the Project Specification, certain areas shall be "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or material enters the "no go" areas at any time.

5. Access routes/ haul roads

On the Site, and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition, such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 45 km/hr. as far as possible the Contractor shall use existing access and haul routes. Damage to the existing access roads as a result of construction activities shall be repaired to the satisfaction of the Engineer/ECO/EO, using material similar to that originally used. The cost of the repairs shall be borne by the Contractor.

6. Construction personnel information posters

As required by the Project Specification, the Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters shall be erected at the eating areas and any other locations specified by the Engineer/ECO/EO.

7. Fire control

No fires may be lit on site. Any fires, which occur, shall be reported to the Engineer/ECO/EO immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the National Environmental Management: Air Quality Act and Community Fire Safety Bylaw, burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall forward the name of the Fire Officer to the Engineer/ECO/EO for his approval.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

1. The Contractor shall ensure that the basic fire-fighting equipment is to the satisfaction of the Local Fire Services.
2. The Contractor shall supply all living quarters, site offices, kitchen areas, workshop areas, materials, stores and any other areas identified by the Engineer/ECO/EO with tested and approved fire fighting equipment.
3. Fire and "hot work" shall be restricted to a site approved by the Engineer/ECO/EO.
4. A braai facility may be considered at the discretion of the Engineer/ECO/EO.

8. Emergency procedures

The Contractor shall submit Method Statements to the Engineer/ECO/EO covering the procedures for the following emergencies:

i) Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Engineer/ECO/EO and telephoning relevant people (from a cell phone) and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer/ECO/EO.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible is designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

9. Safety

Telephone numbers of emergency services, including the local firefighting service, shall be posted conspicuously in the Contractor's office near the telephone. In the event of an emergency, the Contractor shall contact the emergency call centre available for that specific emergency available in the area.

No unauthorised firearms are permitted on Site.

10. Community relations

If so required by the Project Specification, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for

complaints by members of the public in accordance with details provided by the Engineer/ECO/EO. The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

11. Protection of natural features

The Contractor shall not deface, paint, damage or mark of any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer/ECO/EO. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer/ECO/EO.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

12. Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, the Contractor shall submit a Method Statement.

13. Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer/ECO/EO. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Engineer/ECO/EO.

Any runnels or erosion channels developed during the construction period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition. Stabilisation of cleared areas to prevent and control erosion shall be actively managed. The method of stabilisation shall be determined in consultation with the Engineer/ECO/EO.

14. Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

15. Recreation

If so required by the Project Specification, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

17. Temporary site closure

If the Site is closed for a period exceeding one week, the Contractor in consultation with the Engineer/ECO/EO shall carry out the checklist procedure required by the Project Specification.

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In the event of temporary site closure, the Contractor's Safety Officers (as defined by the Occupational Health and Safety Act) shall check the site, ensure that the conditions contained in the Detailed Specification.

18. Tolerances

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer/ECO/EO to certify the imposition of a fine subject to the details set out in the Project Specification

PART D: DAYWORKS

This part of the Project Specifications deals with the provision for Dayworks in the Bill of Quantities. Rates for Dayworks shall be entered in Dayworks Schedule of the Bill of Quantities in accordance with the following specifications.

D. 1 SCOPE

According to clause 6.5 of the General Conditions of Contract (GCC) for construction works third edition (2015), certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.4 of the GCC.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

D. 2 TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

D. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Dayworks Schedule for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 6.5.2 of the GCC.

D. 4 CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Section 1800 of Schedule A shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the GCC will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

D. 5 SALARIES AND WAGES OF WORKMEN

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The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Section 1800 of Schedule A . The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D. 6 MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clauses 6.5.3 and 6.5.4 of the GCC with regard to the submission of Dayworks claims.

PART E OHSA 1993 SAFETY SPECIFICATION

Generic occupational health and safety specification for construction work contracts

1 Scope

This health and safety specification in respect of a construction work contract:

- a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;
- b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and
- c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1 This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).

Note 2 The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

Note 3 This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

Note 4 The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

- a) a Construction Health and Safety Agent who may be appointed by an employer to act as his agent in terms of the Occupational Health and Safety Act of 1993 and the Construction Regulations issued in terms of that Act;
- b) a Construction Health and Safety Manager who may be appointed by an employer to complement his professional team or by a contractor to manage company or project health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations; and
- c) a Construction Health and Safety Officers who may be appointed by an employer to mitigate the risk on a project or by a contractor to monitor and assist on-site health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations and services.

2 Definitions

Act: The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

contractor: person or organization that contracts to provide the work covered by the contract

contract manager: person appointed by the employer to administer the contract on his behalf

competent person: any person who:

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and
- b) is familiar with the Act and applicable regulations made in terms of the Act

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Note: The Regulations stipulate that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act of 2000, those qualifications and training must be regarded as the required qualifications and training.

danger: anything which may cause injury or damage to persons or property

employer: person or organisation that enters into a contract with the contractor for the provision of the work covered by the contract

employer's health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters

ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance

hazard: a source of or exposure to danger

hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified

health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to construction work which is included in the contractor's contract with the employer or an order issued in terms of framework agreement

healthy: free from illness or injury attributable to occupational causes

incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where:
 - i) a dangerous substance was spilled;
 - ii) the uncontrolled release of any substance under pressure took place;
 - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

Inspector: a person designated as such under section 28 the Act

Major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

Reasonably practicable: practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means

of removing or mitigating that hazard or risk;

- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

Risk: the probability that injury or damage will occur

Safe: free from any hazard

Scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

Structure:

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling

Substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

Suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

Temporary works: any false work, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction

Workplace: any premises or place where a person performs work in the course of his employment

3 Interpretation

3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

4 Requirements

4.1 General requirement

The contractor shall:

- a) create and maintain as reasonably practicable a safe and healthy work environment,
- b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;
- c) conspicuously display any site specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and
- d) respond to the notices issued by the employer's health and safety agent as follows:
 - 1) Improvement Notice: improve health and safety performance over time so that repeat

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- notices are not issued;
- 2) Contravention Notice: rectify contravention as soon as possible;
 - 3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt with in the Contract Data.

4.2 Administration

4.2.1 Notification of intention to commence construction work

4.2.1.1 The contractor shall on sites where no construction work permit has been issued by the Provincial Director of the Department of Labour notify such director in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:

- a) excavation work;
- b) working at height where there is a risk of falling;
- c) the demolition of a structure;
- d) the use of explosives; or
- e) a single storey dwelling for a client who is going to reside in such dwelling upon completion

4.2.1.2 The contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

4.2.1.3 The contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

4.2.2 Copy of the Act

The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

4.2.3 Good standing with the compensation fund or a licensed compensation insurer

The contractor shall before commencing with any work on the site provide the employer's health and safety representative with proof of good standing with the compensation fund or with a licensed compensation insurer.

4.2.4 Emergency procedures

4.2.4.1 The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details including contact particulars of available emergency services; and c) the actions or steps which are to be taken during an emergency.

4.2.4.2 The contractor shall within 24 hours of an emergency taking place notify the employer's health and safety agent in writing of the emergency and briefly outline what happened and how it was dealt with.

4.2.5 Health and safety file

4.2.5.1 The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:

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- a) The following documents which shall be placed in the file prior to commencing with physical construction activities
- 1) Copy of the contraction work permit issued in terms of the Construction Regulations 2014;
 - 2) the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
 - 3) Copies of all risk assessments that were conducted
 - 4) The notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
 - 5) The letters of appointment, as relevant, together with a brief curriculum vita (CV) of:
 - the construction manager and any assistant construction managers;
 - the construction health and safety manager
 - the construction health and safety officer
 - the risk assessor who is tasked to perform the risk assessments; and
 - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
 - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;
 - 6) A copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
 - 7) The approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
 - 8) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;
 - 9) the preliminary hazard identification undertaken by a competent person;
 - 10) The organogram which outlines the roles of the construction supervisor's assistants and safety officers; and
 - 11) The contractor's health and safety plan;
 - 12) The emergency procedures;
 - 13) The procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and
 - 14) Proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- b) The following documents, as relevant, which shall be placed in the file after construction activities have commenced
- 1) the letters of appointments, if relevant, together with a brief curriculum vita (CV) of:
 - persons who are required to assist the construction supervisor;
 - construction supervisor for the site in respect of construction work covered by the Construction Regulations;
 - competent persons;
 - assistants of construction supervisor; and
 - designers of temporary works;
 - 2) Any revisions to the organogram which outlines the roles of the construction supervisor's

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assistants and safety officers;

- 3) Each and every subcontract agreement and each and every subcontractor's approved health and safety plan;
- 4) Proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- 5) Proof of all subcontractor's induction training whenever it is conducted;
- 6) Copies of the minutes of the contractor's subcontractor's health and safety meetings;
- 7) Copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
- 8) The health and safety plans of all the contractor's subcontractors who are required to provide such plans;
- 9) Copies of the fall protection plan and each revision thereof;
- 10) A comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
- 11) The outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
- 12) Any report made to an inspector by the health and safety committee;
- 13) The minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;
- 14) The findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
- 15) The inputs of the safety officer, if any, into the health and safety plan;
- 16) Details of induction training conducted whenever it is conducted including the list of attendees;
- 17) Proof of the following where suspended platforms are used:
 - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - proof of competency of erectors, operators and inspectors;
 - proof of compliance of operational design calculations with requirements of the system design certificate;
 - proof of performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out;
 - procedures for and records of maintenance work having been carried out;
 - proof that the prescribed documentation has been forwarded to the provincial director;
- 18) Letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
- 19) A copy of risk assessments made by competent persons;
- 20) Records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;

- 21) The names of the first aiders on site and copies of the first aid certificates of competency;
- 22) The names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
- 23) Medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner;
- 24) Details of all incidents together with the Contractor's investigative report on such incident;
- 25) The record of inspections carried out by the designers of structures to ensure compliance with designs; and
- 26) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;

4.2.5.2 The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.

4.2.5.3 The health and safety file shall be updated to ensure that its contents always reflect the latest available information.

4.2.5.4 The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

4.2.6 Health and safety committee

4.2.6.1 The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the contractor. Such meetings shall be convened whenever necessary but at least once every month to:

- a) Make recommendations to the contractor regarding any matter affecting the health or safety of persons on the site; and
- b) Discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

4.2.6.2 The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

4.2.6.3 The contractor shall ensure that minutes of the health and safety committee meetings are kept.

The employer's health and safety agent shall be invited to attend such meetings as an observer.

4.2.7 Inspections, formal enquires and incidents

4.2.7.1 The contractor shall inform the relevant safety representative:

- a) Beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident on the site.

4.2.7.2 The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has

occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form

4.2.7.3 The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.

4.2.7.4 The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:

- a) Notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;
- b) Ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger; and.
- c) Provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.

4.2.7.5 The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.

4.2.8 Personal protective equipment and clothing

The contractor shall ensure that:

- a) All workers are issued with the necessary personal protective clothing;
- b) All workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- c) Clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

4.3 Appointments

4.3.1 Construction manager

The contractor shall appoint in writing one full time competent person as the construction manager with the duty of managing all the construction on a single site including that of ensuring occupational health and safety compliance. Where appropriate, the contractor shall appoint in writing one or more assistant construction managers.

4.3.2 Appointment of construction health and safety officers

The contractor shall after consultation with the employer after considering the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, prior to commencing the work and if necessary, appoint a full-time or a part-time suitably qualified health and safety officer to assist in the control of all health and safety related aspects on the site.

4.3.3 Construction supervisors

4.3.3.1 The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

4.3.3.2 A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

4.3.4 Competent persons

4.3.4.1 The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) Formwork and support work operations;
- b) Excavation work;
- c) Demolition work;
- d) Scaffolding work operations;
- e) Suspended platform work operations;
- f) Material hoists;
- g) bulk mixing plants;
- h) temporary electrical installations;
- i) the stacking and storage of articles on the site; and
- j) fire equipment.

4.3.4.2 The contractor shall appoint in writing competent persons to:

- a) Induct employees in health and safety; and
- b) Prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

4.3.5 Health and safety representatives

4.3.5.1 The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

- a) Review the effectiveness of health and safety measures;
- b) Identify potential hazards and potential major incidents;
- c) In collaboration with his employer, examine the causes of incidents;
- d) Investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- e) Make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- g) Inspect the site with a view to, the health and safety of employees, at regular intervals;
- h) Participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- i) Participate in any internal health or safety audit.

4.3.5.2 The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

4.4 Employer's health and safety agent

4.4.1 The employer's health and safety agent shall:

- a) audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
- b) accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.

4.4.2 The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.

4.5 *Creating and maintaining a safe and healthy work environment*

4.5.1 General

4.5.1.1 The contractor shall with respect to the site and the construction work that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

4.5.1.2 The contractor shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the work and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

4.5.1.3 The contractor shall carry out regular inspections and audits to ensure that the work is being performed in accordance with the requirements of this specification.

4.5.2 Risk assessment

4.5.2.1 The contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- a) identify hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks associated with the identified hazards;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic “toolbox talks” or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are suggested:

- 1) Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (eg high levels of noise or exposure to harmful substances) as well as safety hazards etc.
- 2) Identify who may be harmed and how by identifying how individuals and groups of people might be harmed i.e. what type of injury or ill health might occur.
- 3) Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be removed all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc.); and provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).
- 4) Record the findings by writing down the findings of the risk assessment.

4.5.2.2 The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

4.5.2.3 Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:

- a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;

- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- d) fall prevention and fall arrest equipment is:
 - suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;
- e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

4.5.2.4 Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:

- a) the roof work has been properly planned;
- b) the roof erectors are competent to carry out the work;
- c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
- d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
- e) the areas mentioned in paragraph (d) are to be suitably barricaded off to prevent persons from entering;
- f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.5.3 Health and safety plans

4.5.3.1 The contractor shall prior to commencing the work to which this specification applies, submit to the employer's health and safety agent for approval a suitable and sufficiently documented health and safety plan, based on this specification, the health and safety specification and the risk assessment that is conducted.

4.5.3.2 The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract); and
- b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

Table 1: Example of the format of a health and safety plan

What are the hazards relating to work tasks?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

4.5.3.3 The contractor shall discuss the submitted health and safety plan with the employer's health and safety agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

4.5.3.4 The contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the work to which this specification applies.

4.5.3.5 The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer's health and safety agent, but at least once every month.

4.5.3.6 The contractor shall review and update the health and safety plan whenever changes to the works are brought about or following the occurrence on an incident.

4.5.4 Responsibilities towards employees and visitors

4.5.4.1 The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

4.5.4.2 The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

4.5.4.3 The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.

4.5.4.4 The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

4.5.4.5 The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and b)
- is provided with the necessary personal protective equipment.

4.5.4.6 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

- a) unauthorized entrance prohibited;
- b) signage to indicate what personal protective equipment is to be worn; and c) activity related signs.

4.5.4.7 The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

4.5.5 Subcontractors

4.5.5.1 The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor:

- a) co-operate with the contractor as far as is necessary to enable both the contractor and sub- contractor to comply with the provisions of the Act; and
- e) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

4.5.5.2 The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and the health and safety specification.

4.5.5.3 The contractor shall discuss and negotiate with each subcontractor performing construction work the subcontractor's health and safety plan and approve that plan for implementation.

4.5.5.4 The contractor shall take reasonable steps as are necessary to ensure that:

- a) potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- b) each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;
- c) all the subcontractor's employees have a valid medical certificate of fitness specific to the construction work which are to be performed which is issued by an occupational health and safety practitioner;
- d) all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;
- e) each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and
- f) each sub-contractor's health and safety plan is implemented and maintained.

4.5.5.5 The contractor shall conduct periodic document verifications and audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

4.5.5.6 The contractor shall stop any subcontractor from executing construction work which is not

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in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

4.5.5.7 The contractor shall ensure that where changes to the works occur including design changes, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

4.5.5.8 The contractor shall ensure that:

- a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

4.5.5.9 The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

4.5.5.10 The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.5.11 The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.5.12 The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

4.5.5.13 The contractor shall undertake a risk assessment together with subcontractors whenever subcontractors are working in close proximity to other subcontractors particularly activities involve excavations, the moving of earth, the movement of heavy machinery and working at heights.

4.5.6 First aid, emergency equipment and procedures

4.5.6.1 The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment which includes the items listed in the General Safety Regulations issued in terms of the Act.

4.5.6.2 The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

4.5.7 Facilities for workers

4.5.7.1 The contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

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- a) at least one shower facility for every 15 workers;
- b) at least one sanitary facility for every 30 workers;
- c) changing facilities for each gender; and
- d) sheltered eating areas.

4.5.7.2 A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

4.6 Design of temporary work

The contractor shall:

- a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works;
- b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and.
- c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities.

PART F: SMALL CONTRACTOR DEVELOPMENT, TRAINING AND COMMUNITY LIAISON

D1001 SCOPE

This section covers construction aspects relating to the processes by which the construction industry develops emerging and established small contractors, preferably from the Target Area. It also deals with labour enhanced construction by encouraging the engagement and training of labour recruited from local communities.

D1002 DEFINITIONS AND APPLICABLE LEGISLATION

(a) Definitions

Unless inconsistent with the context, in these specifications, the following terms, words or expressions shall have the meanings hereby assigned to them:

Contract Participation

Contract Participation is a process by which the Employer implements Government's objectives by setting targets relating to small contractor development and labour enhancement which the Contractor shall achieve as a minimum.

Labour

Labour is the Contractor's and Subcontractor's personnel whose monthly earnings are derived from hours worked for a fixed hourly rate which is adjusted from time to time by legislation (as a statutory minimum) and the Contractor's and Subcontractor's employment policies.

Target Area

Target Area is a defined area from which the Contractor is expected to recruit Targeted Labour. The Target Area for this contract is as indicated in the Appendix to Tender.

Targeted Enterprise

An enterprise which:

- is a contractor registered with the Construction Industry Development Board in a contractor grading designation from 2 to 7 and status as potentially emerging; and
- the Contractor has no equity holding in; and
- is a sub-contractor who undertakes work within its registered CIDB category; and
- is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- is registered with the South African Revenue Service.

Target Groups

A Target Group is a specific section of the population who are South African citizens or have the legal right to work in South Africa and who are distinguished by gender, age or disability.

Targeted Labour

Targeted Labour is Labour recruited from the Target Area, 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.

(b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

The Constitution of South Africa;
Public Finance Management Act No. 1 of 1999;
Preferential Procurement Policy Framework Act No. 5 of 2000;
Construction Industry Development Board Act No. 38 of 2000;
Broad-Based Black Economic Empowerment Act No. 53 of 2003.

D1003 COMMUNITY liaison

“The purpose of community liaison is to create awareness between the Contractor and communities through which the contract passes. There is no need on this contract to create a project liaison committee (PLC), although it may be advisable that a community relations officer (CRO) is appointed from the Contractor’s ranks, for the specific purpose of acting as liaison between management and hired labour.”

(a) Purpose

In order to give effect to the need for transparency in the process of delivering services, the contractor should liaise with the community throughout the life cycle of the contract. This may be achieved through structured engagement between those responsible for the delivery of the contract and the communities adjacent to the contract.

(b) Structure and composition

A public liaison committee (PLC) or Public steering committee (PSC) may be established as a communication structure that interacts with all parties involved with the contract. The composition of the PLC comprises representation by the Employer, the Contractor, the engineer and formal structures within the communities. The Contractor is advised to make use of established community communication channels and appoint from among his site personnel a responsible person, (community relations officer (CRO)), to participate in the PLC business. Should the locality and size of the contract warrant the need for a project liaison officer (PLO) such appointment will be made by the engineer as part of the engineer’s staff.

(c) Use of the PLC or PSC

The Contractor is encouraged to utilise the community liaison process in order to facilitate harmonious relationships on the contract. Some of the suggested elements of construction activity that should be discussed by the PLC are,

- Targeted Enterprises with whom the Contractor is already contractually committed prior to the commencement of the contract,
- Assist the contractor with the recruitment of Targeted Labour,
- Assistance with general community/project liaison,
- The need for training.

(d) Use of the PLO

The purpose of the PLO is to facilitate liaison between the community, community structures, local authorities, the contractor and the engineer. The engineer and contractor shall, at the start of the contract, agree on the duties of the PLO which may include the following:
communicating the labour requirements with regards to numbers and skills to the community;
determining, in consultation with the contractor, the needs of the labour for training;
identifying possible labour disputes and to assist in their resolution;
informing labour of their conditions of temporary employment and to inform labourers as soon as possible when their period of employment will be terminated;
attending disciplinary proceedings to ensure that hearings are fair and reasonable;
attending meetings in which the community and/or labour is present or is required to be represented;

In terms of the Conditions of Contract, all labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

D1004 TRAINING

(a) Purpose of training

The Employer has no service agreement or memorandum of understanding with any education and training quality assurance body and, therefore, does not function as the employer as defined under any three-party-agreement between the learner, the training provider and the employer. But the Employer desires similar outcomes to such agreements; specifically to train Targeted Enterprises and Targeted Labour and equip them with residual skills that can be used to gain meaningful future employment and qualifications that permit continued access to further learning and qualifications within a defined programme.

The Employer will facilitate training and in this capacity demands continuous involvement in the necessary decision making and quality control process of the anticipated training within a skills program which identifies multiple but connected and full learnerships.

The training shall be at both a theoretical and practical level and in accordance with the various laws and regulations contained in the South African Qualification Authority (SAQA) statutes.

Wherever in this section reference is made to the selection and training of learners, any person, employed by any national, provincial or local authority, being it full time or part time, is expressly excluded from being considered for this training.

The complete training programme shall be approved by the engineer before training can commence.

(b) Skills analysis

Before any training programmes can be approved the contractor shall complete a skills audit of his own employees and those of his subcontractors to determine existing qualifications and education received. The outcome of the analysis shall be used to create a training programme that will benefit both the employee and the construction industry at large.

A separate skills analysis shall be conducted for the Targeted Enterprises with the specific purpose of identifying programmes that will develop and improve the ability of the owners of those enterprises to better manage their companies.

The skills analyses and subsequent training programmes must be provided by a suitably qualified training practitioner (the training manager) whose services the contractor shall procure.

(c) The training provider

The training manager shall be the training provider in terms of his obligations and commitment to undertake the training required. In the event that the training manager does not himself have the requisite training qualifications he may include as part of his management team a person who does. Such person may be an institution/organisation, company, collaborative partnership or consultancy in which case, whoever is approved from that entity shall be dedicated to provide all training once the programme has been approved by the engineer.

The training provider must be accredited and have in its employ Practitioners and/or Assessors registered with the Construction Education Training Authority (CETA) and who must have the necessary certified proof. Accreditation and registration proof shall be current, valid and list the NQF levels and unit standards for which he/she is accredited.

The training and competency levels required of the training provider are given in the table below:

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Designation	Title & Unit Standard No	NQF Level	Credit
Practitioner	Train the trainer; No 7384	4	16
Assessor	Conduct outcome base assessment; No 115753	5	15
Moderator	Conduct moderation of outcome based assessment; No 115759	6	10

In addition to the above qualifications, and in keeping with current CETA practical experience requirements for registration as a trainer, NQF level 4 training courses shall only be provided by a practitioner/assessor with NQF Level 5 (one level up) credentials. For this project the Employer requires the further qualification that assessors/moderators means persons who have been employed for at least 5 years as a site agent managing construction processes in the specific fields of roads maintenance, roads new construction, roads rehabilitation, structures, etc.

It may be appropriate and effective to have different calibre/experienced personnel for each of the fundamental, core and elective training and assessment elements. In other words because the elective unit standards are more vocationally orientated and require specialist input, it is not expected that a single trainer/assessor will have all the necessary skills. In such cases, the training provider shall acquire an appropriate Practitioner/Assessor to perform elective training duties. Such appointments shall be approved by the Employer.

(d) Training

(i) Skills programme

Recognised Prior Learning of each employee shall be investigated, and taken into account and incorporated into each skills programme along with the additional competencies identified as being capable of providing a full learnership outcome.

It is recognised that the programme may consist of several unit standards but totalling insufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved in a skills program should contribute to a full learnership by a later acquisition of the outstanding Unit Standards required for the full learnership.

The skills programme must also be geared in such a way that a selected number of applicable and urgently required unit standards will equip a learner with the minimum skills to become economically involved in the execution of the works as soon as possible.

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels inform the training provider on how to conduct the selection process. Learners with grade 12 literacy, numeracy and computer skills will, in most cases, comply with the minimum learning necessities. However, a baseline assessment (for example by conducting mini RPL enquiries and tests) may be required to ensure that the competency levels still exist. Some fill-in skills programme of fundamental unit standards may be needed.

Learners identified as having already acquired some tertiary training, particularly in the field of civil engineering, may be better suited to a more specialised learner programme. In other words the skills programme must reflect a degree of flexibility to cater for the different levels of competencies the selected learners will have and a single programme suitable for all learners should not be considered.

All training shall take place within normal working hours, or as agreed with the trainees.

(ii) Targeted learnerships

The essential SAQA learnership criteria that must be applied by the training provider are given below for the sake of providing sufficient detail for the contractor to understand the Employer's requirements:

- minimum credits for qualification;
- fundamental unit standards and credit values;
- core unit standards and credit values;

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- elective units standards and credit values;
- assumption that NQF level 3 language, computer and mathematical competencies exist;
- RPL processes;
- exit level outcomes;

Notwithstanding the appearance of the above criteria in the contract document, they are not exhaustive and the training provider must apply the systems and processes provided by the relevant SAQA and other related legislation pertinent to training. The training provider shall constantly consult the SAQA website (www.saqa.org.za) page to ensure that the most current unit standard is used. In the event of any conflict, the legislated requirements shall apply.

Before qualifying, the learners will be expected to demonstrate competence in a practical situation that integrates the assessment of all specific outcomes, for all unit standards in the learnership programme.

When considering learnerships and skills programmes the training provider shall distinguish between levels of learning required. NQF level 5 training is not anticipated but may be applicable for some members of existing small contractors' staff. The main training focuses on NQF levels 4 and 3. The former level is for the qualification title National Certificate: Supervision of Construction Processes, and is the prerequisite qualification for NQF level 5, National Diploma: Management of Civil Engineering Construction Processes. The NQF level 3 qualification title is National Certificate: Construction Roadworks.

It may be necessary to include additional core unit standards (e.g. "tendering" as an additional unit standard for NQF level 4) in order to achieve project development objectives and identification of any additional unit standards shall be discussed with the engineer and cannot be implemented without prior approval.

(iii) Learning material

Learning material is required for each unit standard. This learning material is like prescribed books for other qualifications. It is a requirement for all the learners to receive a copy, to learn the contents, and also to serve as a reference source after qualification.

The SAQA unit standards define the content of the learning material. The learning material must not only comply with the SAQA and CETA guidelines but must, and most importantly, be technically and practically aligned to road construction or road maintenance. Any input from a subject matter expert required to ensure the appropriateness of a particular unit standard subject is to be included in the training provider's costs.

The requirements to be addressed in learning material as outlined by the SAQA unit standard are, amongst others, the following:

- The purpose of the unit standard;
- Each of the specific outcomes (normally 4 per unit standard);
- Each of the assessment criteria (normally 4 per specific outcome);
- The range as is defined for each specific outcome;
- The critical cross-field outcomes for the unit standard;
- The unit standard essential embedded knowledge.

(iv) Student experiential training

The Employer may provide students to the contractor to provide experiential training. The contractor is required to provide experiential training to the university or university of technology undergraduate students in accordance with the academic institution requirements.

The contractor shall also provide the students with all the tools (including appropriate information technology hardware and software) and space necessary to carry out engineering work as if they were the contractor's own permanent staff

Reporting on training progress of each student shall be compiled according to the formats and intervals set by the relevant academic institution.

(e) Training facilities

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The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

A suitable venue with sufficient furniture, lighting and power

All necessary stationery consumables and study material

Transport for attendants

Before commencing with any structured training the Contractor shall submit his intended programme to the engineer for approval of its subject content and proposed trainers, and the Contractor shall, if so instructed by the engineer, alter or amend the programme and/or course content.

(f) Generic skills training

Generic skills shall be taught where the need for these has been identified as being necessary.

In this regard the contractor shall make representation to the engineer, who shall approve candidates that should attend such courses as thought appropriate. Those selected shall receive formal generic skills training in a programmed and progressive manner. The PLC and/or the engineer may also identify a need for generic skills training.

Typical training programmes could comprise some or all of the following modules:

- Basic hygiene and HIV/AIDS awareness
- Road safety
- Basic management of the environment
- Tourism awareness and opportunities
- Managing personal finance

(g) Keeping of records

The training provider shall keep comprehensive records of the training given to each trainee and ensure that trainees' successful completion of successive unit standards are entered onto the national database. With successful completion of generic skills courses each trainee shall be issued with a certificate indicating the course contents as proof of attendance and completion. The contractor shall keep a register of certificates issued in this regard. Whenever required, the contractor shall provide copies of such records to the engineer.

D1005 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former should generally be kept to the practical minimum.

Before commencing with any labour enhanced operations the Contractor shall discuss his intentions with the engineer, and shall submit to the engineer on a monthly basis, daily labour returns indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.

PART C4 : SITE INFORMATION

C4.1 : PROJECT LOCALITY

The area is located North of Delmas and can be accessed via the R42 from Delmas to Botleng.

The new development is located at the following coordinates:

Latitude - 26° 7'21.79"S

Longitude - 28°41'22.15"E



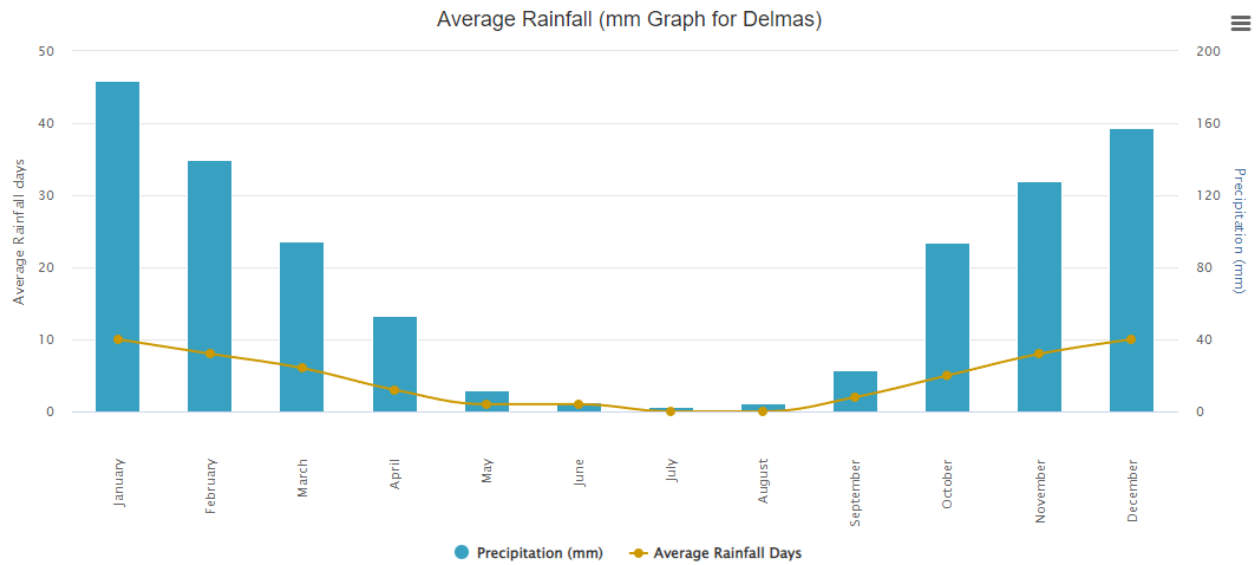
C4.2 : CONSTRUCTION NOTICE BOARD

Details of the Construction Notice Board including fabrication requirements can be found in the book of drawings. Instructions on the erection of the notice board will be done with commencement of the contract and issued by the Engineer on site.

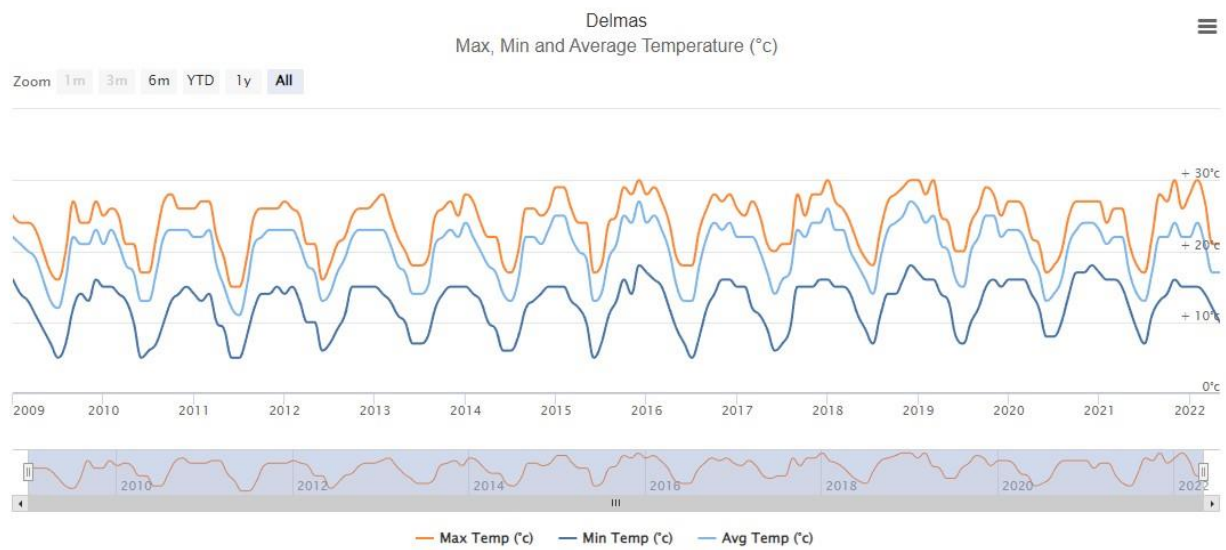
C4.3 : HISTORICAL WEATHER DATA

The information below are given in good faith and the engineer shall not be held accountable for the accuracy thereof. The tenderer shall assess the information and incorporate the potential risk to delays in the construction period in his programme of works and as stipulated in PART C3: SCOPE OF WORKS Section B12.15.

Monthly Average Rainfall



Max, Min and Average Temperature



PART C5 : ANNEXURES

C5.1 SCHEDULE OF DRAWINGS

SCHEDULE OF TENDER DRAWINGS

The following drawings included Under Part C5 as attached, form part of this Contract in terms of Clause 2.1 of the General Conditions of Contract. The drawings issued to tenderer's must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.

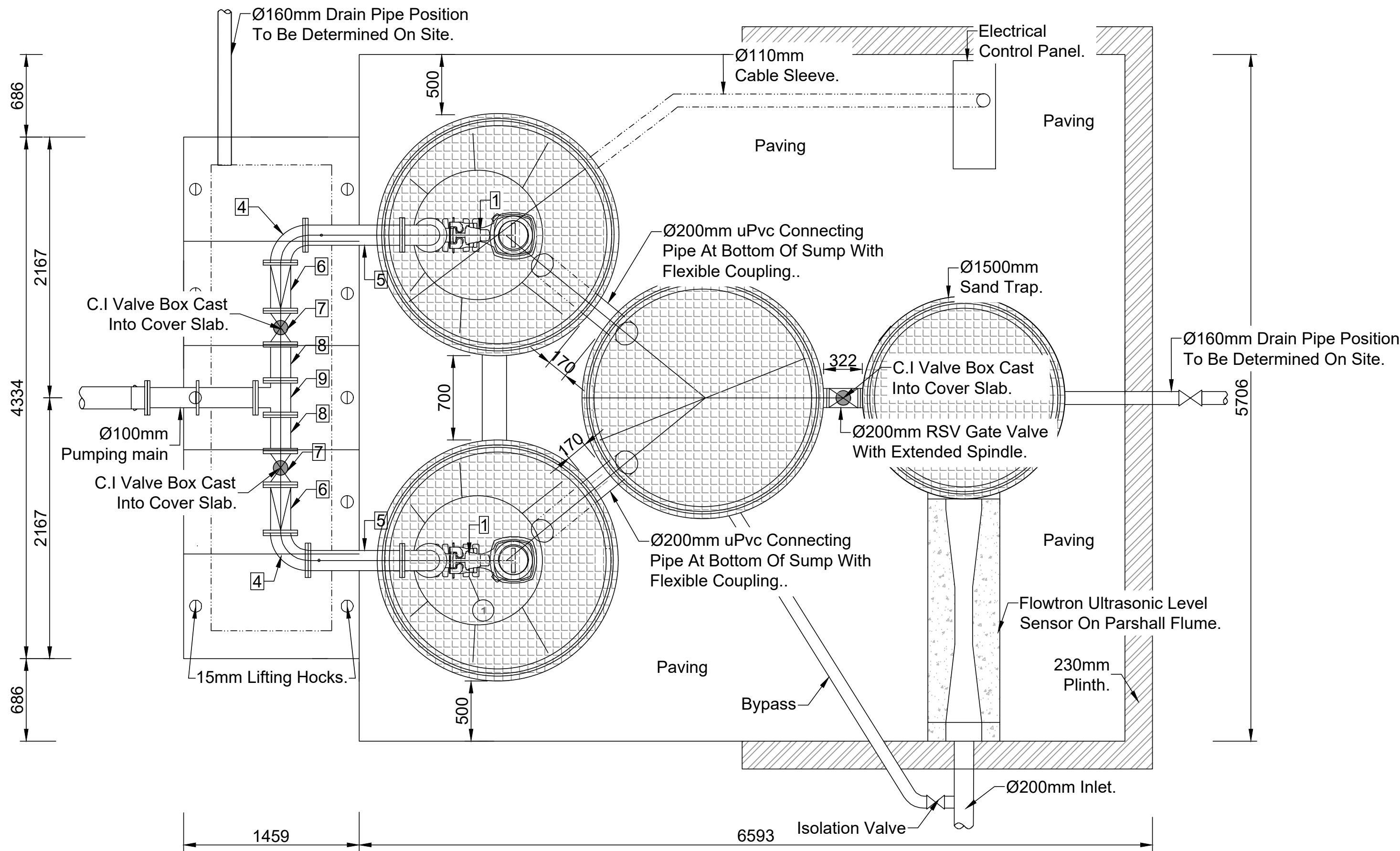
Nr		Description	Tender
Layouts			
NKP454-02-GL-001		General Layout	
Long Sections			
		AVAILABLE UPON REQUEST	
Typicals			
NKP454-02-TS-001		Typical Sewer	
NKP454-02-TS-002		Typical Sewer	
NKP454-02-TS-003		Typical Sewer	
NKP454-02-TS-004		Typical Sewer	

The Tenderer shall satisfy him/herself that the set of drawings is complete in accordance with the above schedule, and if any are found missing or duplicated, or the writing or figures indistinct, he/she shall apply to the Engineer immediately and have the discrepancy rectified.

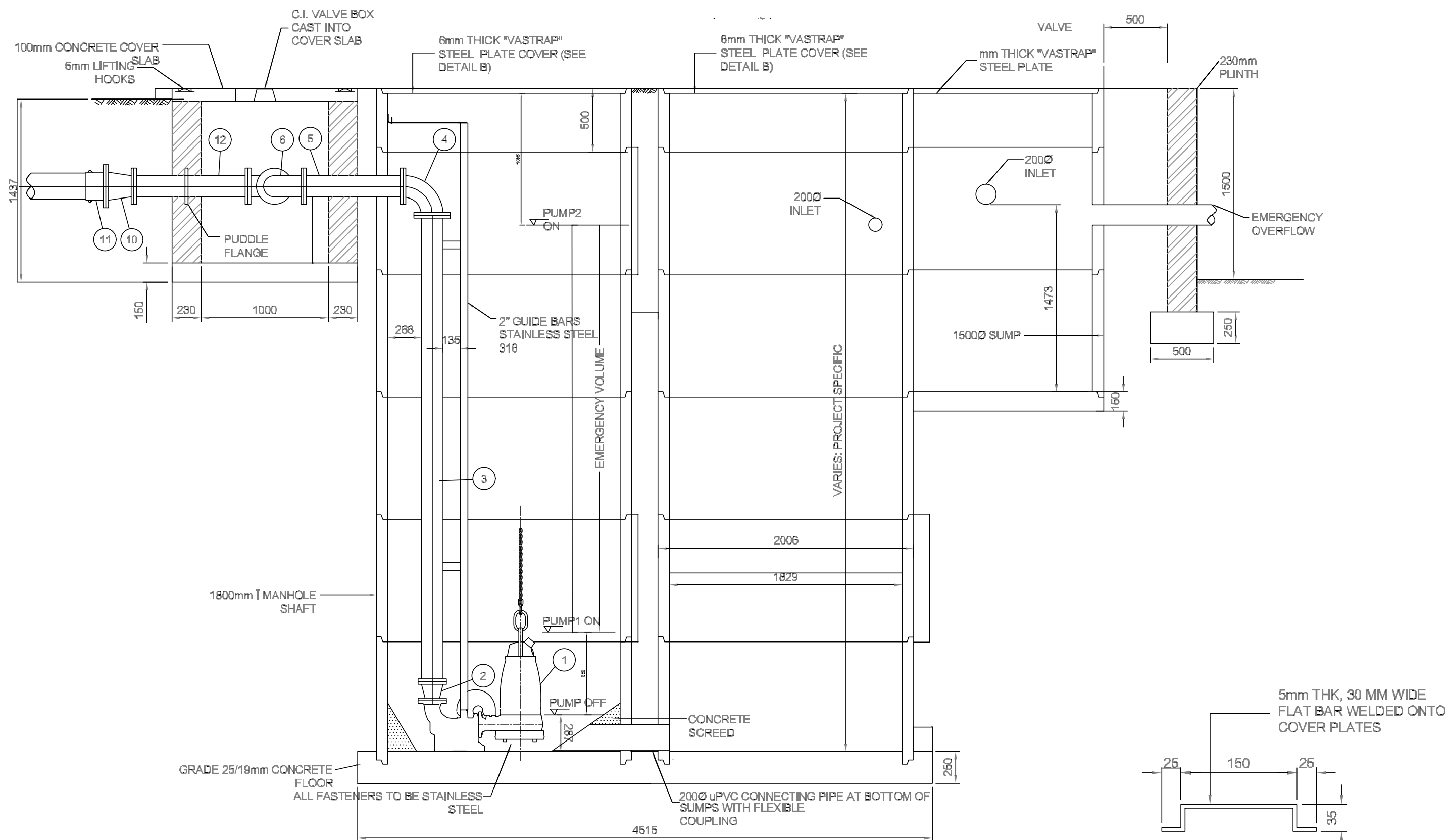
The tenderer's attention is brought to clause 2.4 in the Contract Specific Data pertaining to the ambiguity or discrepancy between the documents.

No liability whatsoever will be admitted by the Employer in respect of errors in tenders attributed to any such discrepancy.

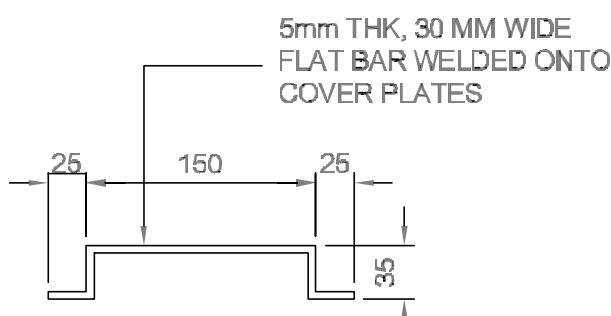
C5.2: CONTRACT DRAWINGS



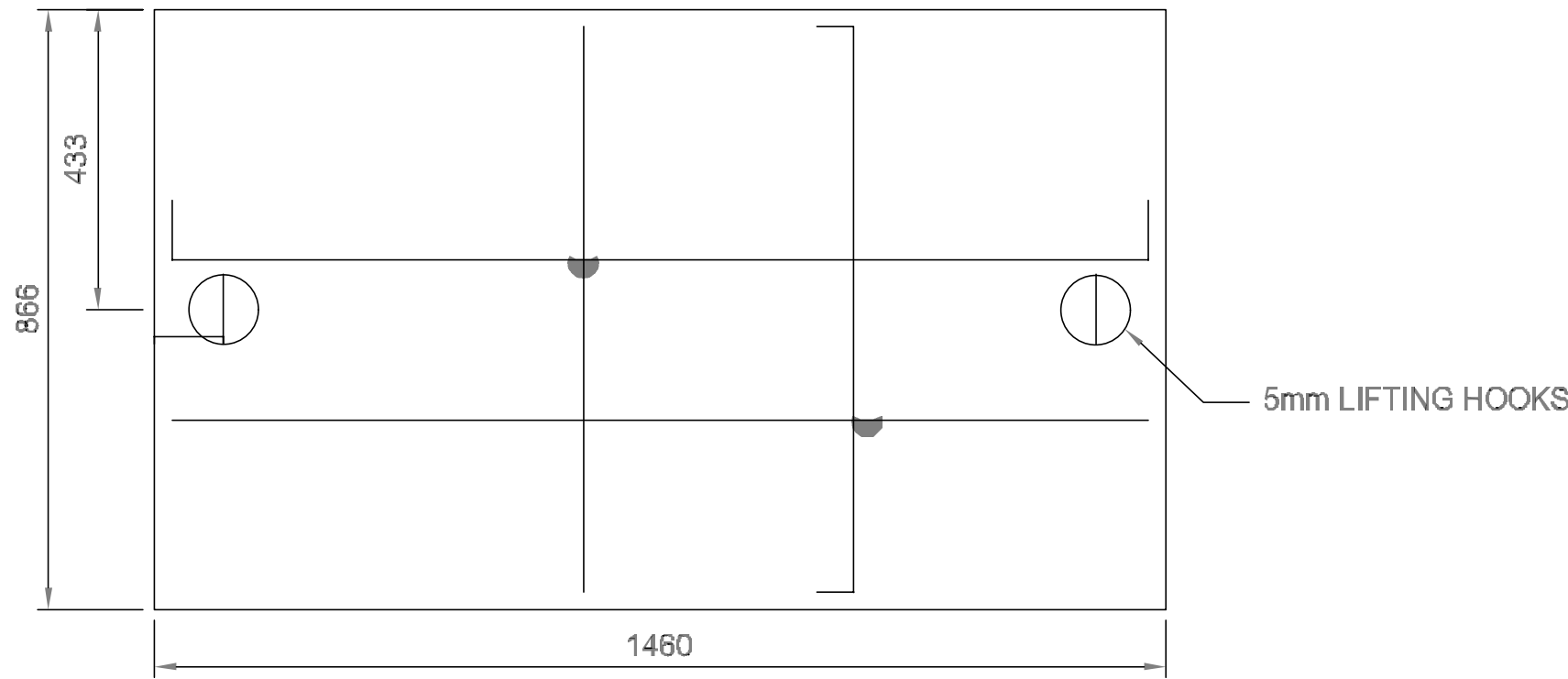
PLAN VIEW-PUMP STATION
SCALE 1:30



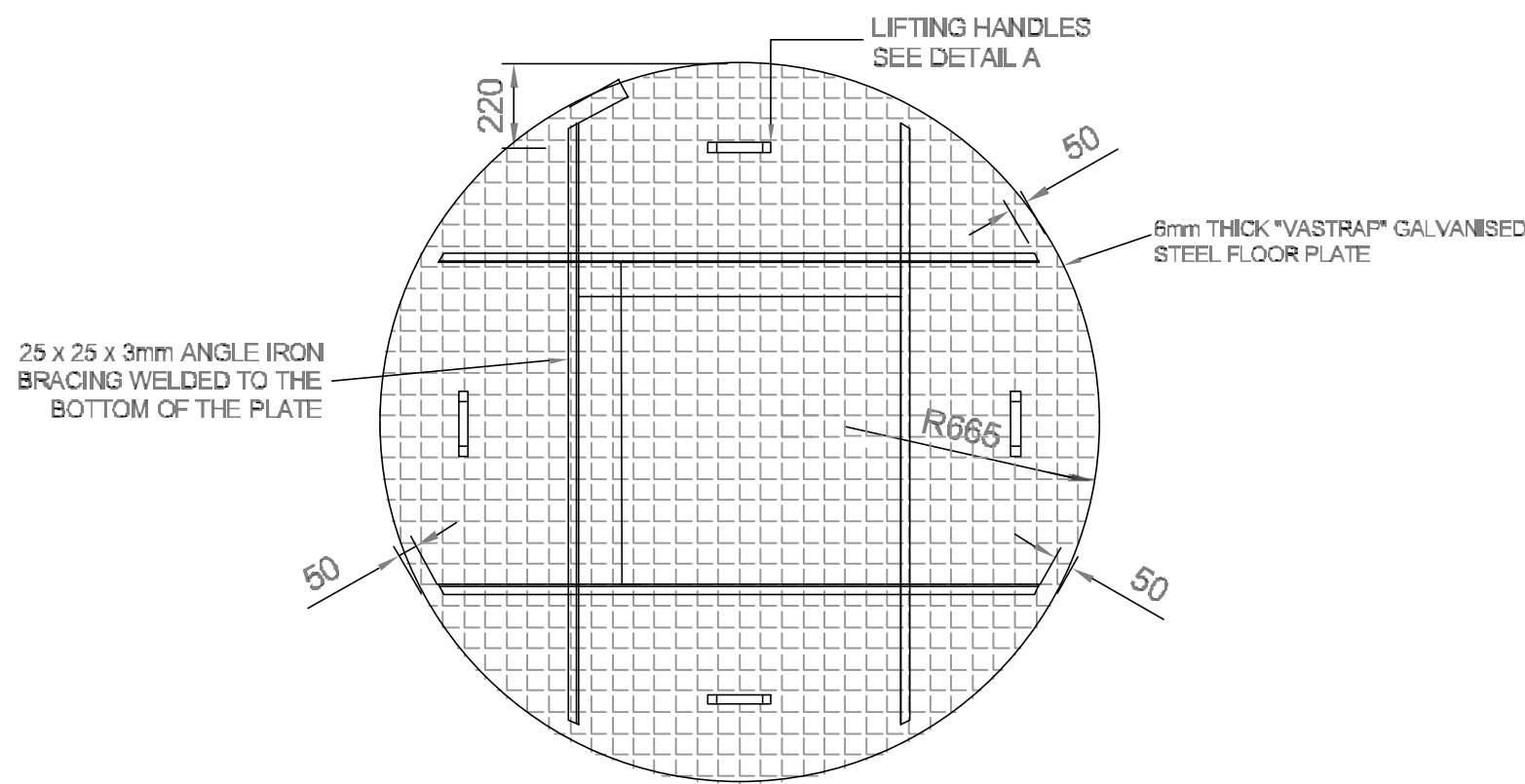
SECTION A-A THROUGH PUMP STATION
SCALE 1:30



DETAIL A : LIFTING HANDLE
SCALE 1:5



CONCRETE COVER OVER VALVE
BOX (REINFORCEMENT DETAIL)
SCALE 1:10



DETAIL B : "VASTRAP GALVANISED
FLOOR PLATE TYPE 1
SCALE 1:20

PIPE AND FITTING LIST

ITEM	DESCRIPTION	QTY	DETAILS
1	SUBMERSIBLE SEWAGE PUMP, INTERNAL DIAMETER MIN 76mm 0.8 m/s FLOW SPEED TO DELIVER MINIMUM 26 l/s AT PRESSURE HEAD OF 24.7m, WITH DUCK FOOT, GUIDE BARS, LINK LIFT SHACKLE AND FLUSH VALVE. (FLYGT NP3153 181SH-272 (197mm) [21-18-288] 15kW, 400V	2	
2	1500 x 1000 REDUCER, FLANGED BOTH ENDS	2	
3	1500 STRAIGHT PIPE, 3686mm LONG AND FLANGED BOTH ENDS	2	
4	1500 LONG RADIUS ELBOW, FLANGED BOTH END	4	
5	1500 STRAIGHT PIPE, 782mm LONG AND FLANGED BOTH ENDS	2	
6	1500 BALL TYPE CHECK VALVE, FLANGED BOTH SIDES (AVK/KW)	2	
7	1500 RSV GATE VALVE WITH CAP TOP, RIGHT HAND CLOSING, NON-RISING SPINDLE (AVK/KW)	2	
8	1500 STRAIGHT PIPE, 300mm LONG AND FLANGED BOTH ENDS	2	
9	1500 STRAIGHT TEE, FLANGED ALL ENDS	1	
10	2000 FLANGE ADAPTER	1	
11	1500 STRAIGHT PIPE, 888mm LONG AND FLANGED BOTH ENDS	1	

-DO NOT HESITATE TO ASK, IF IN DOUBT-

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FOR TENDER
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NOTES

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NELSPRUIT 1200

TEL NO.: (013) 492 0492
FAX NO.: (086) 554 6578
e-mail: info@nkpsa.co.za

PROJECT TITLE:

Delmas Erf1202 Sanitation

DRAWING TITLE:

TYPICAL WET-WELL SEWERAGE
PUMP STATION DETAIL

DESIGNED: J KNOETZE

CHECKED: JD BOTHA

DRAWN: T VAN WEST

SIGN: PR.ENG. 202302462

SCALE: AS SHOWN

DATE: APRIL 2025

DRAWING NO:

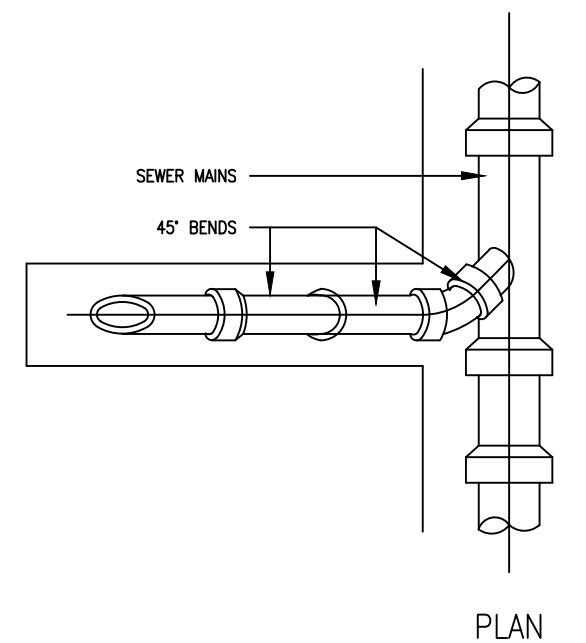
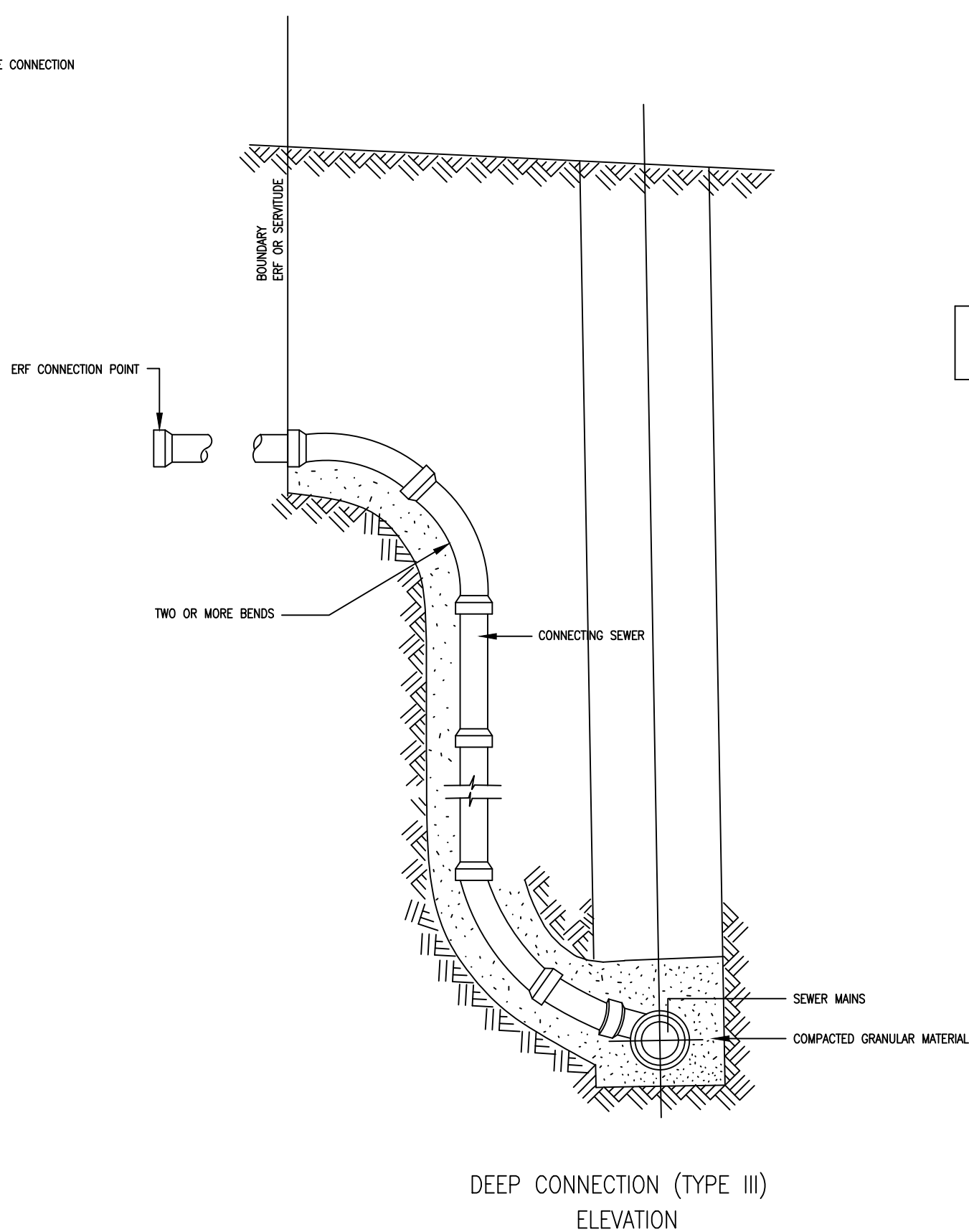
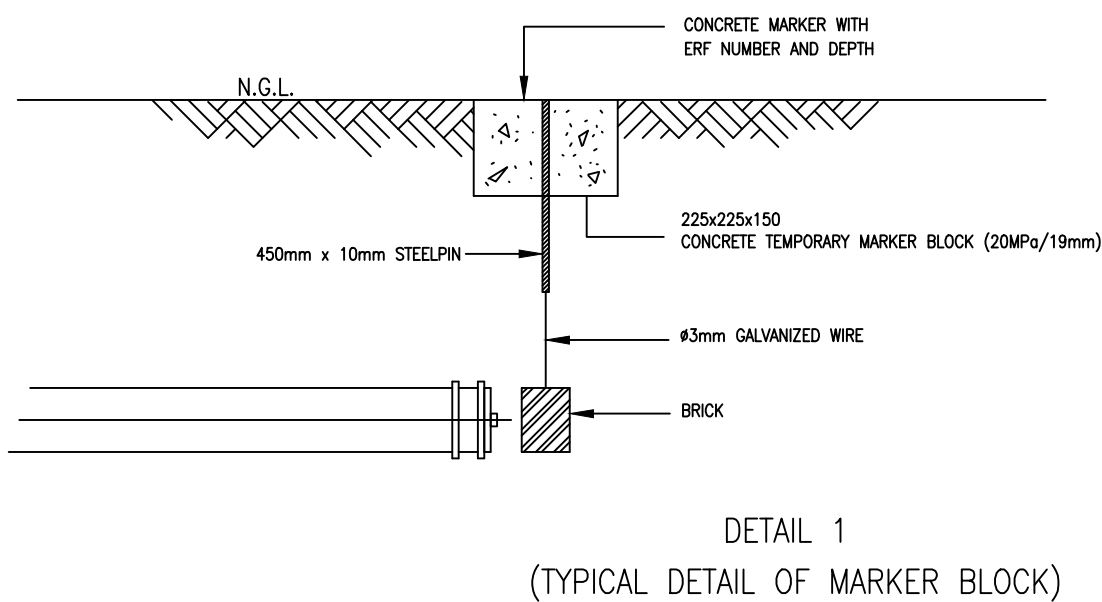
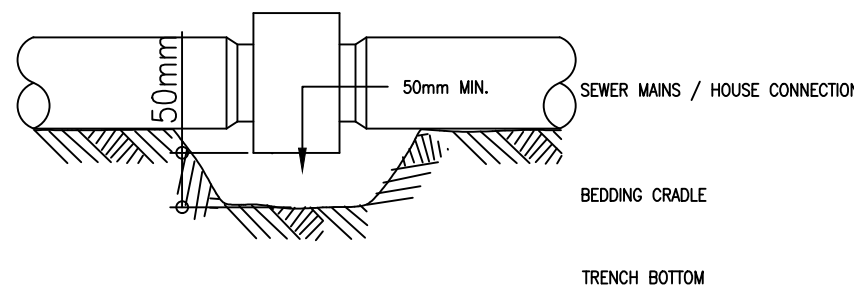
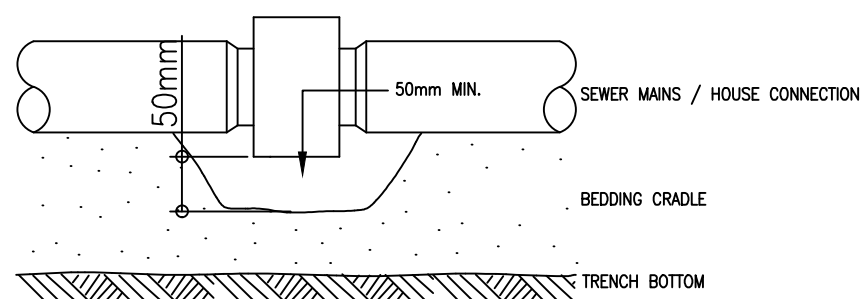
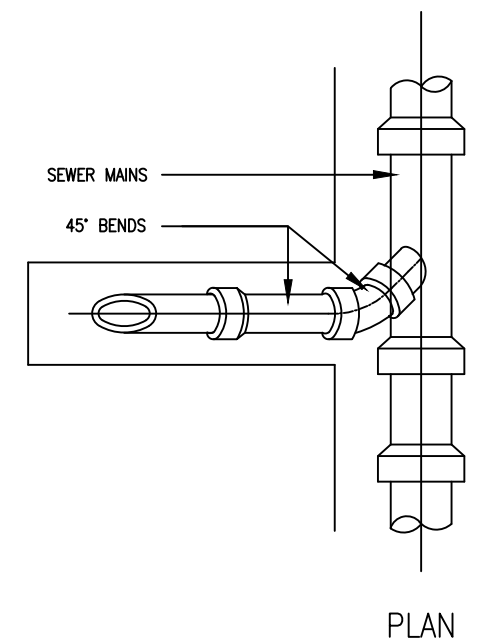
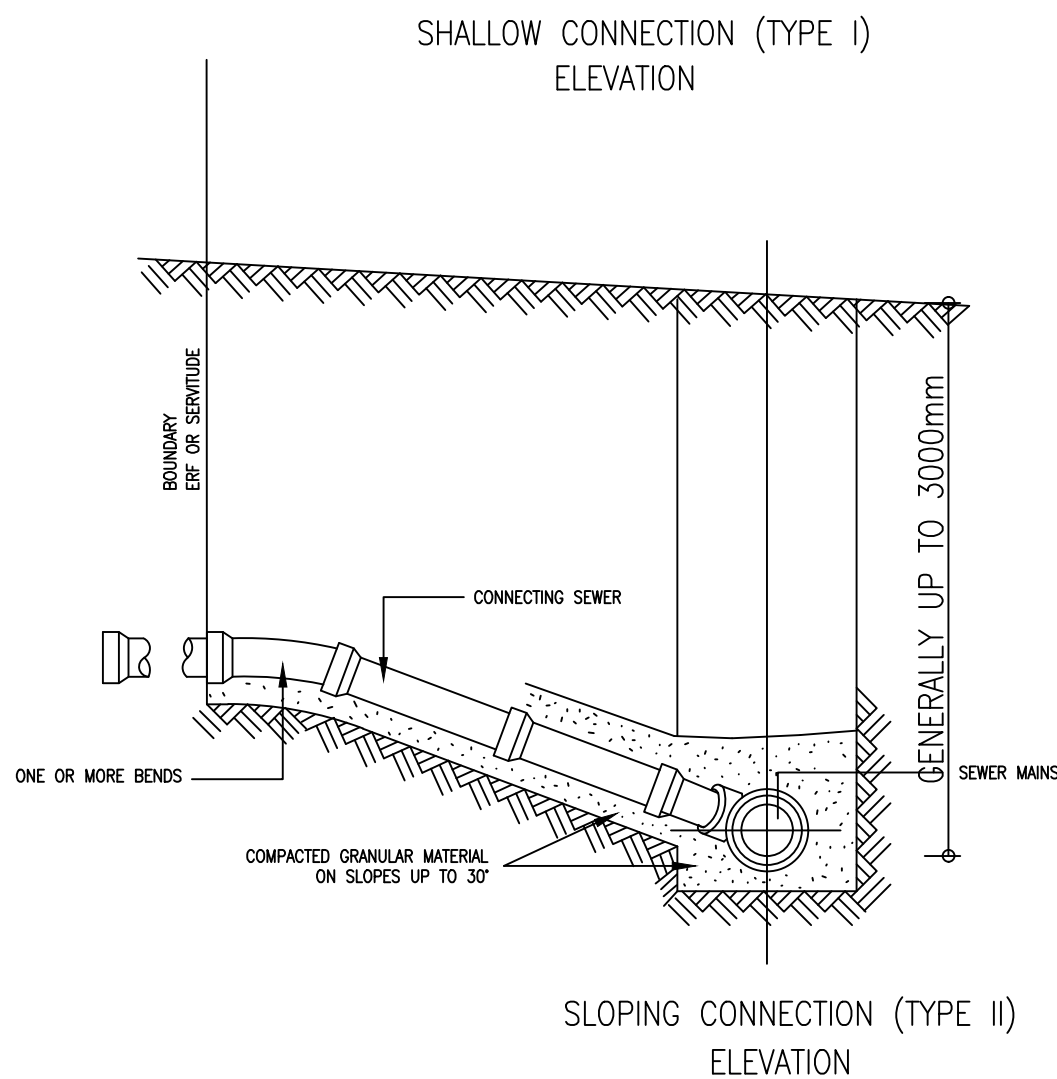
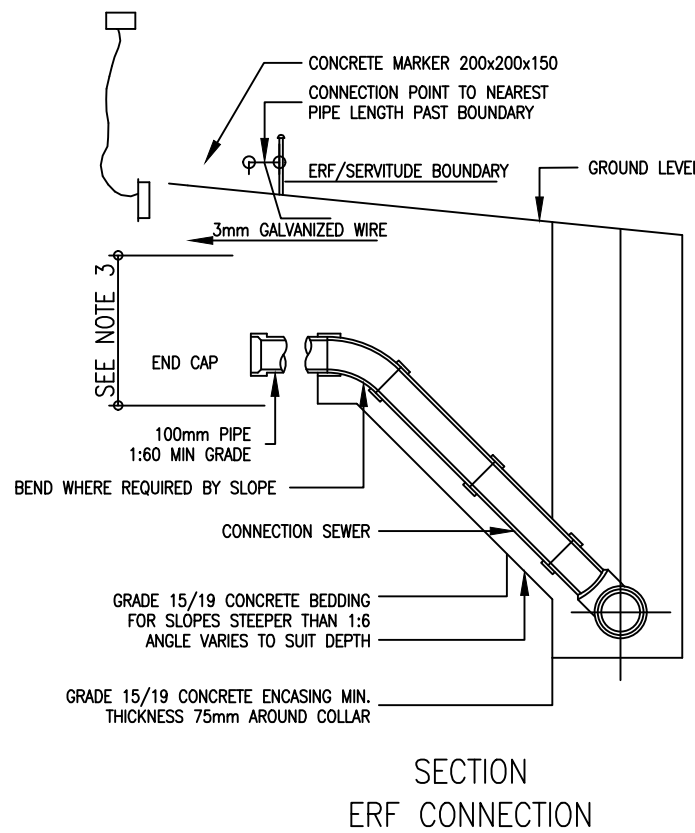
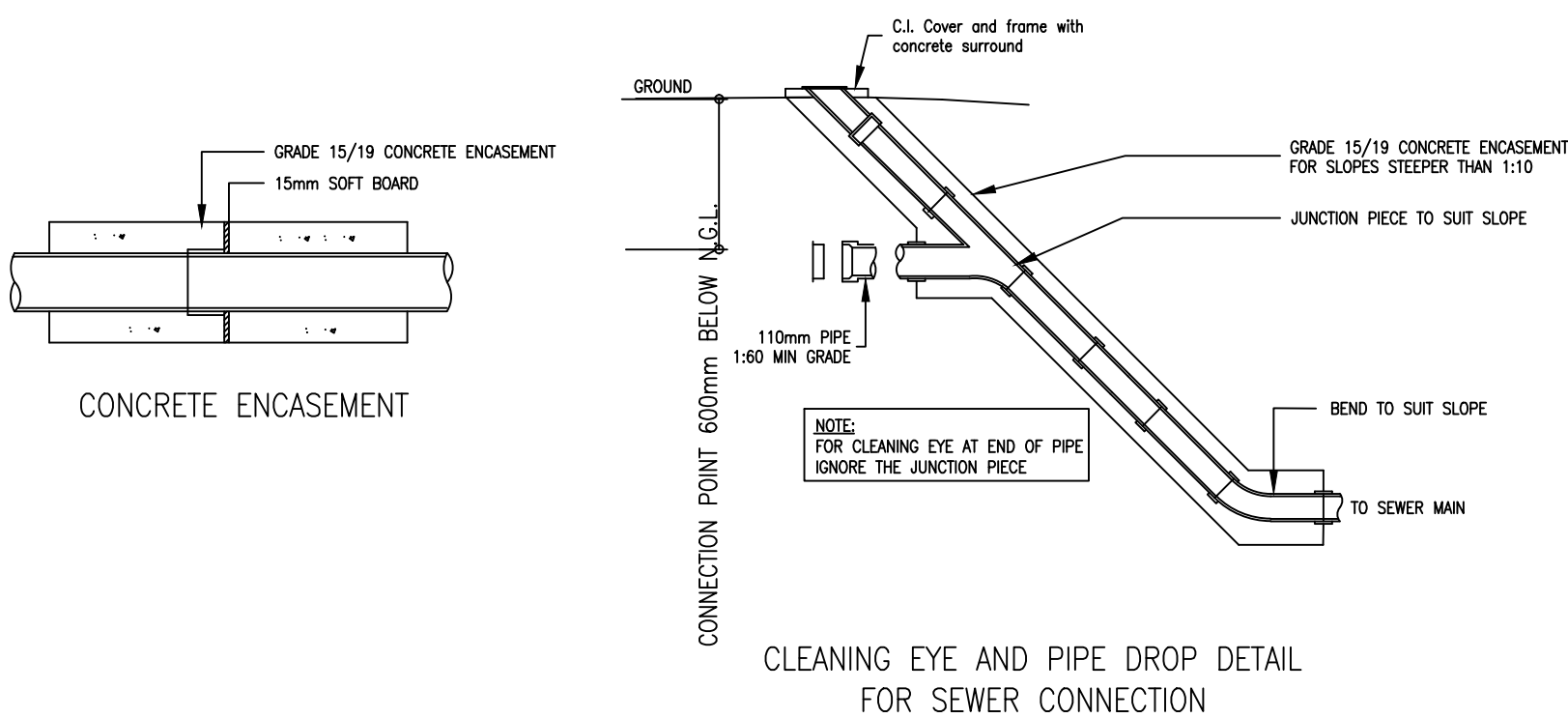
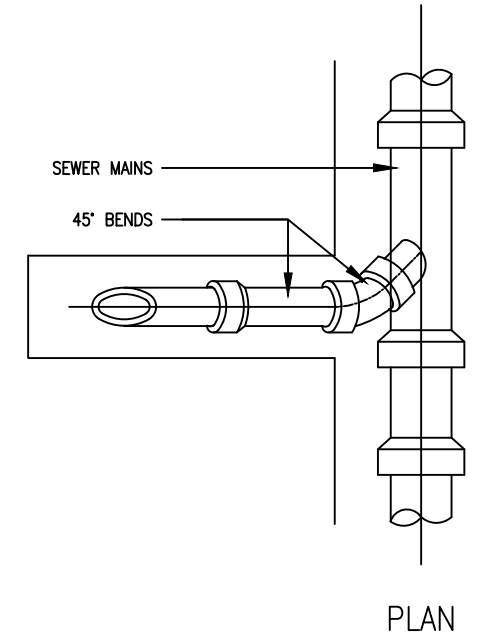
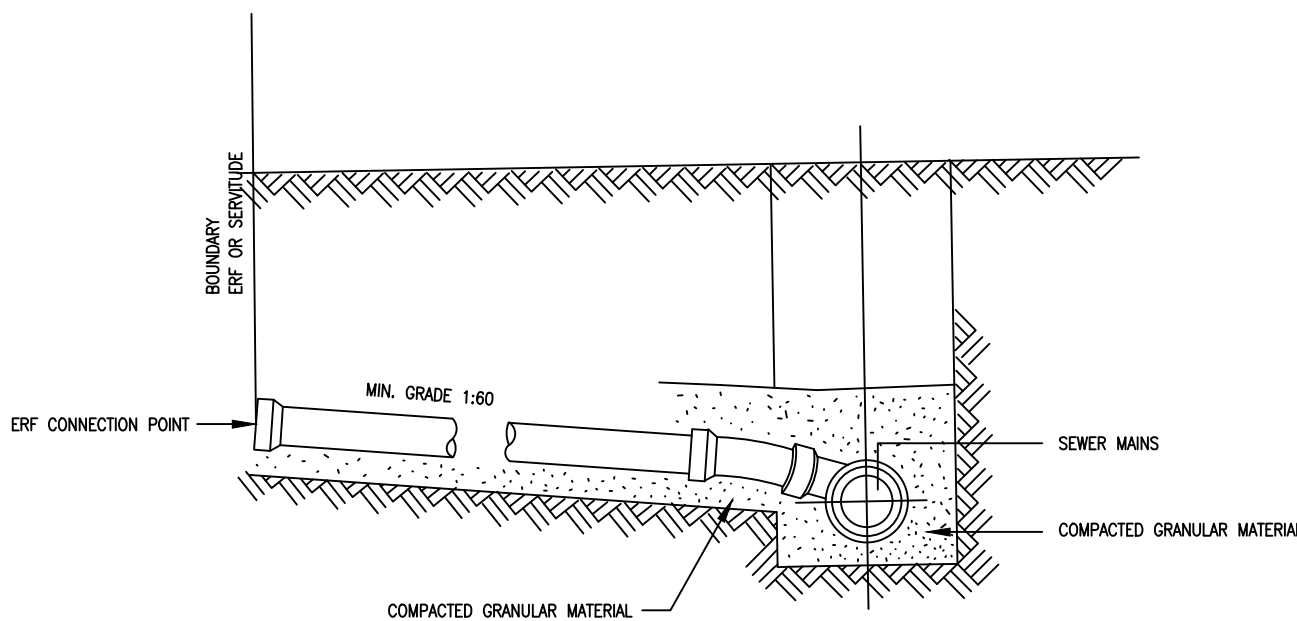
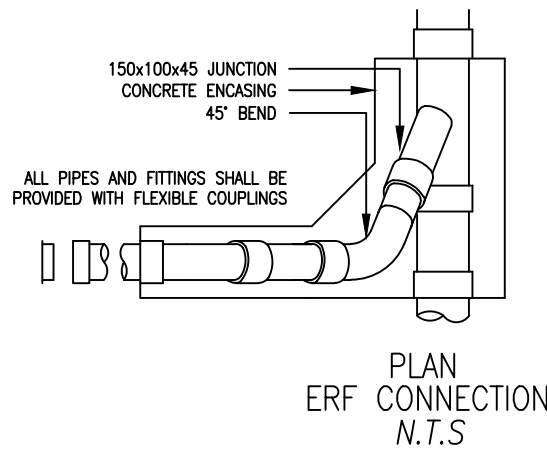
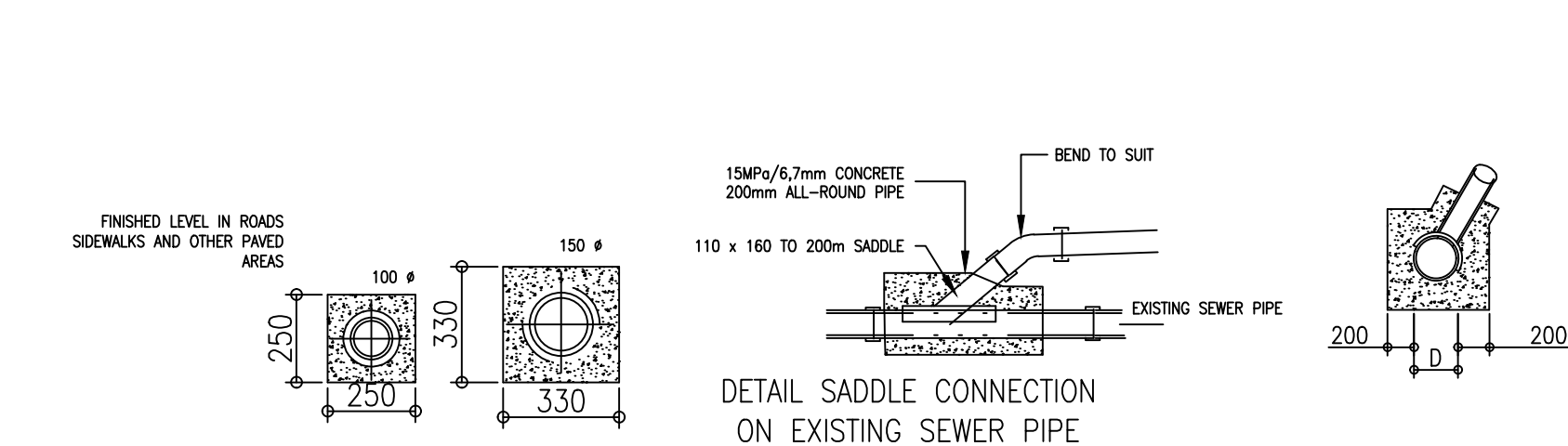
NKP 454-02-PS-001

CONTRACT NO:

VKLM/RW/RS/RSWW/2025/2028

REV. DATE.

REVISION



- NOTES: (ERF CONNECTIONS)
- 1) TYPE I CONNECTION WHERE THE MAIN SEWER AND CONNECTION SEWER IS ON THE SAME LEVEL.
 - 2) TYPE II CONNECTION WHERE THE DIFFERENCE IN DEPTH BETWEEN THE MAIN SEWER AND CONNECTION SEWER IS 1,0m OR LESS
 - 3) TYPE III CONNECTION WHERE THE DIFFERENCE IN DEPTH BETWEEN THE MAIN SEWER AND CONNECTION SEWER IS MORE THAN 1,0m.

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PROJECT TITLE:

Delmas Erf1202 Sanitation

DRAWING TITLE:

SEWER CONNECTION DETAIL

DESIGNED: J KNOETZE

CHECKED: JD BOTHA
PR.ENG. 202302462

DRAWN: T VAN WEST

SIGN: _____

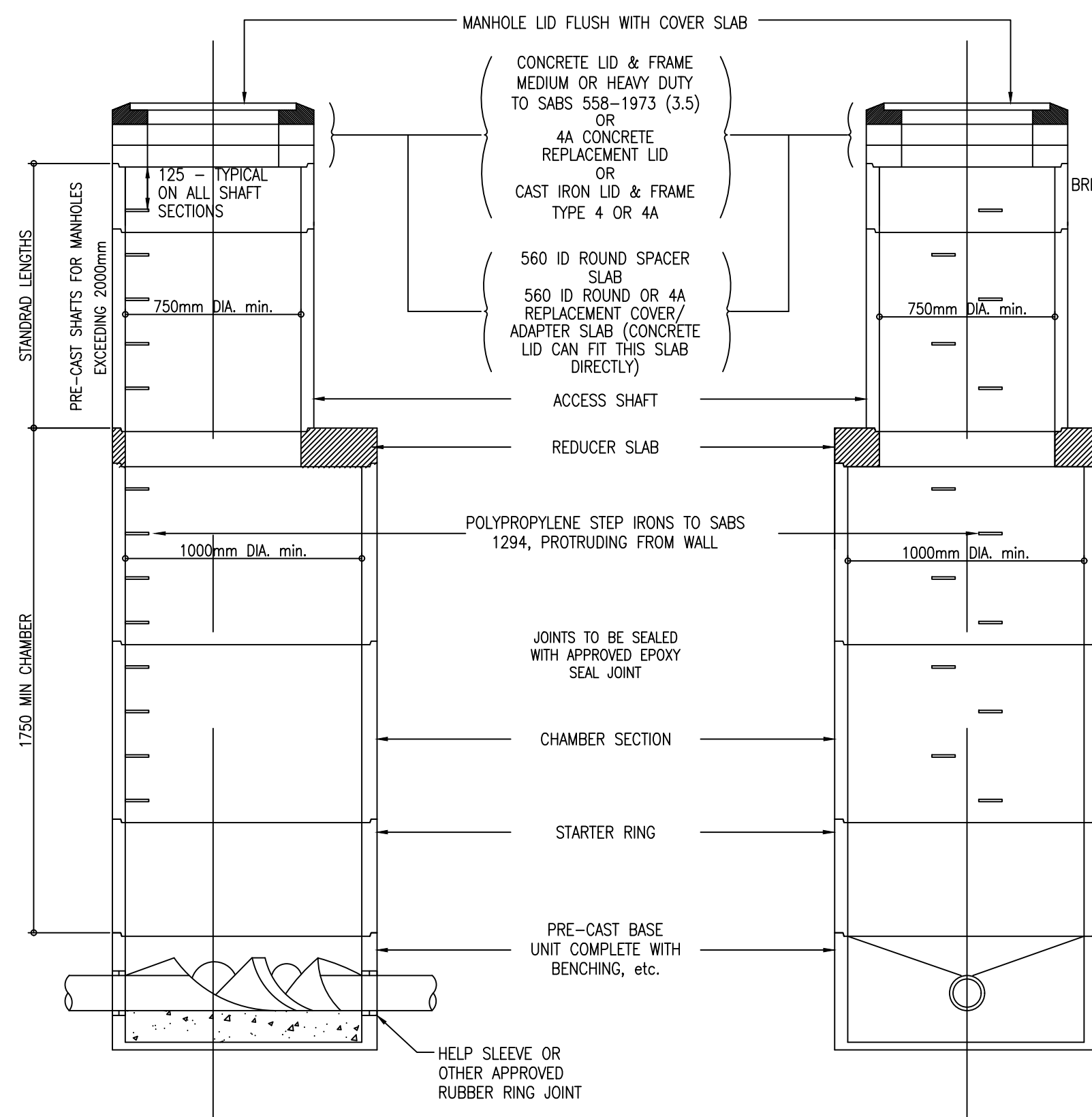
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DATE: APRIL 2025

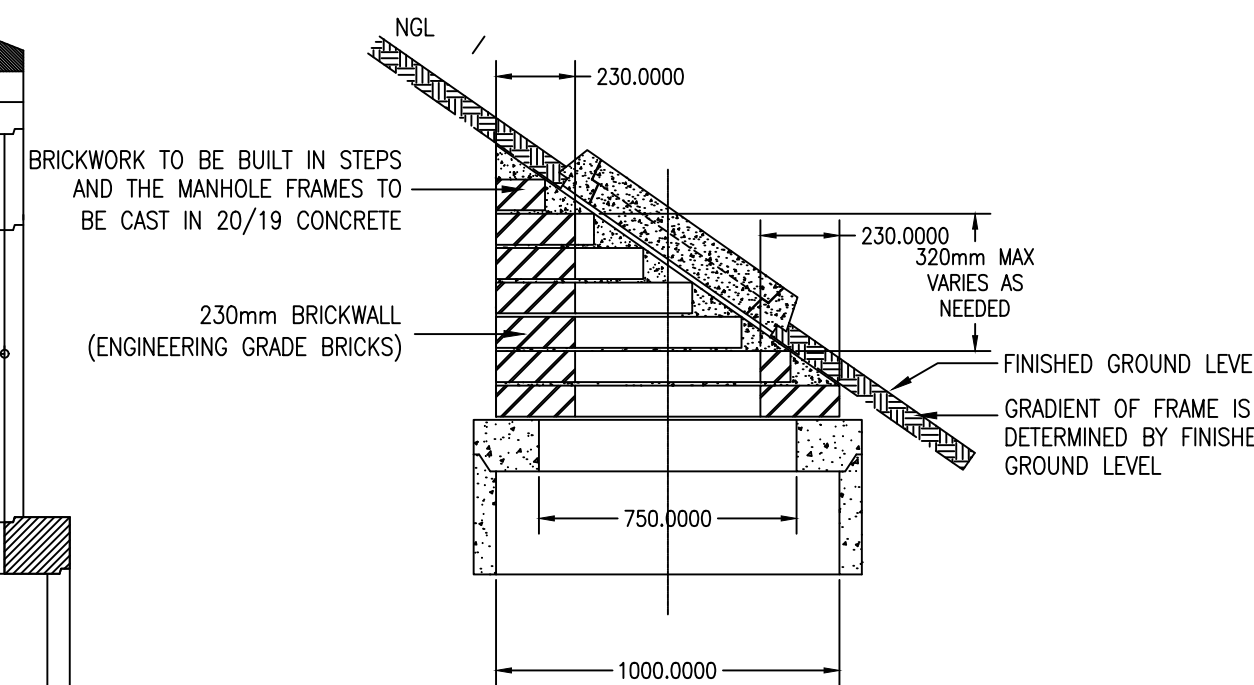
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NKP 454-02-TS-001

CONTRACT NO:
VKLM/RW/RS/RSWW/2025/2028

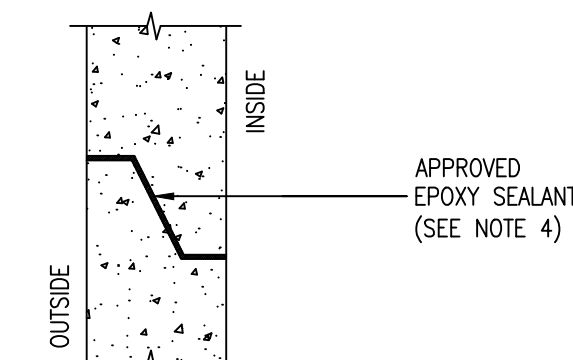
REV.	DATE:	REVISION



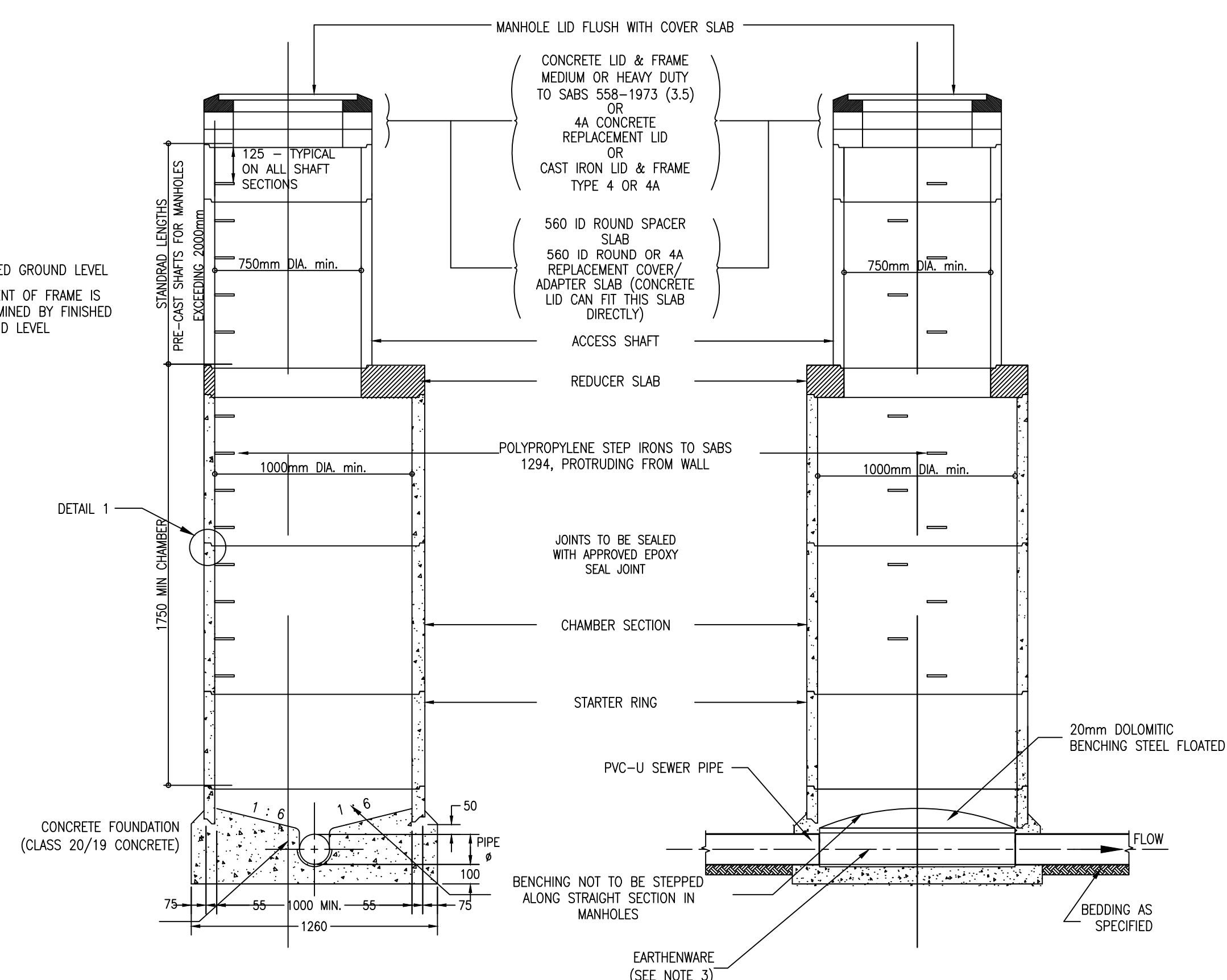
TYPE A – PRE-CAST BASE
TYPICAL SECTIONAL VIEWS FOR THE PRE-CAST BASE MANHOLE CONSTRUCTION
N.T.S



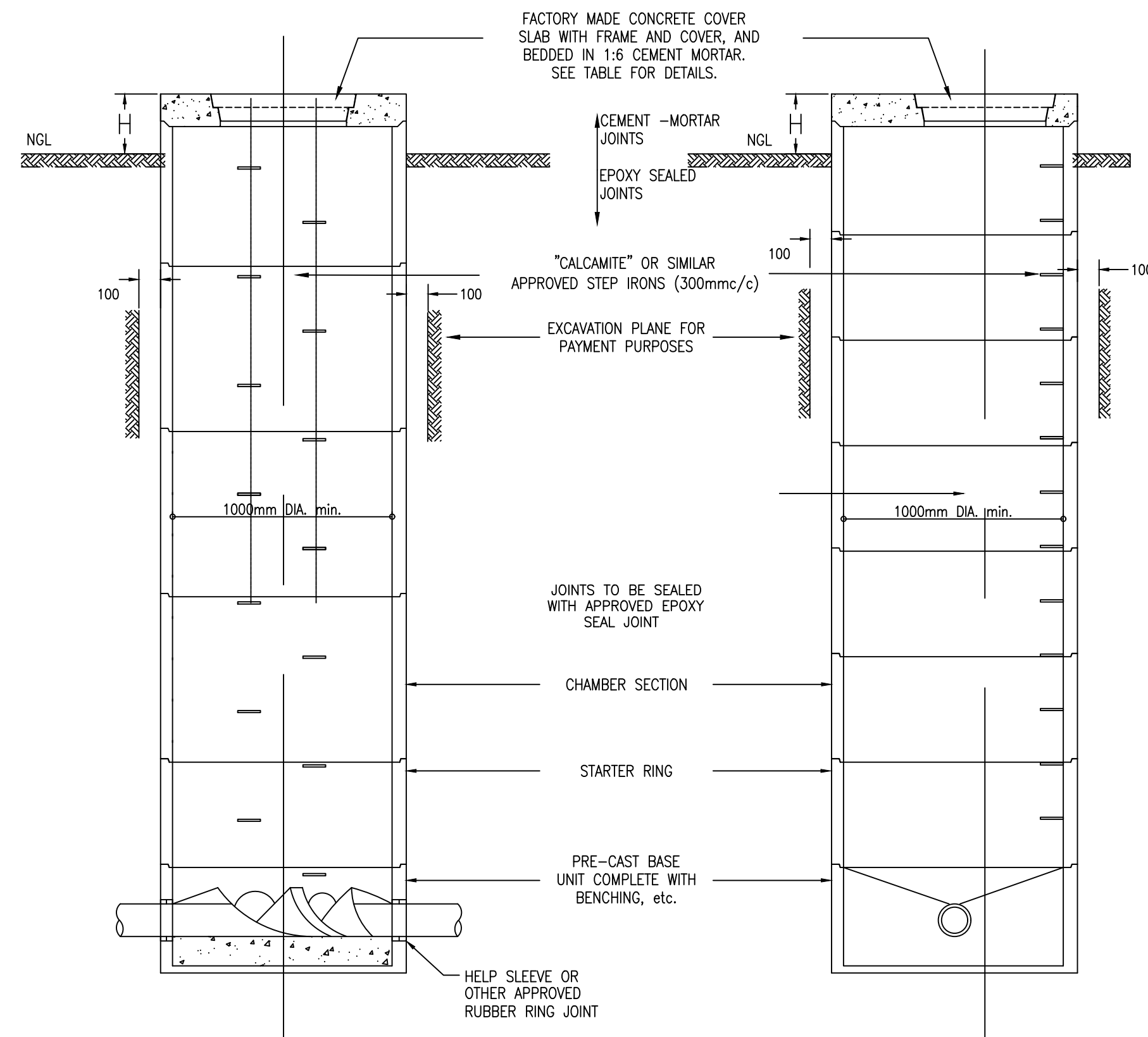
TYPICAL SECTION
BUILT IN MANHOLE FRAME AT
FINISHED SLOPED SIDEWALKS
N.T.S
(WITH WRITTEN PERMISSION FROM THE ENGINEER ONLY)



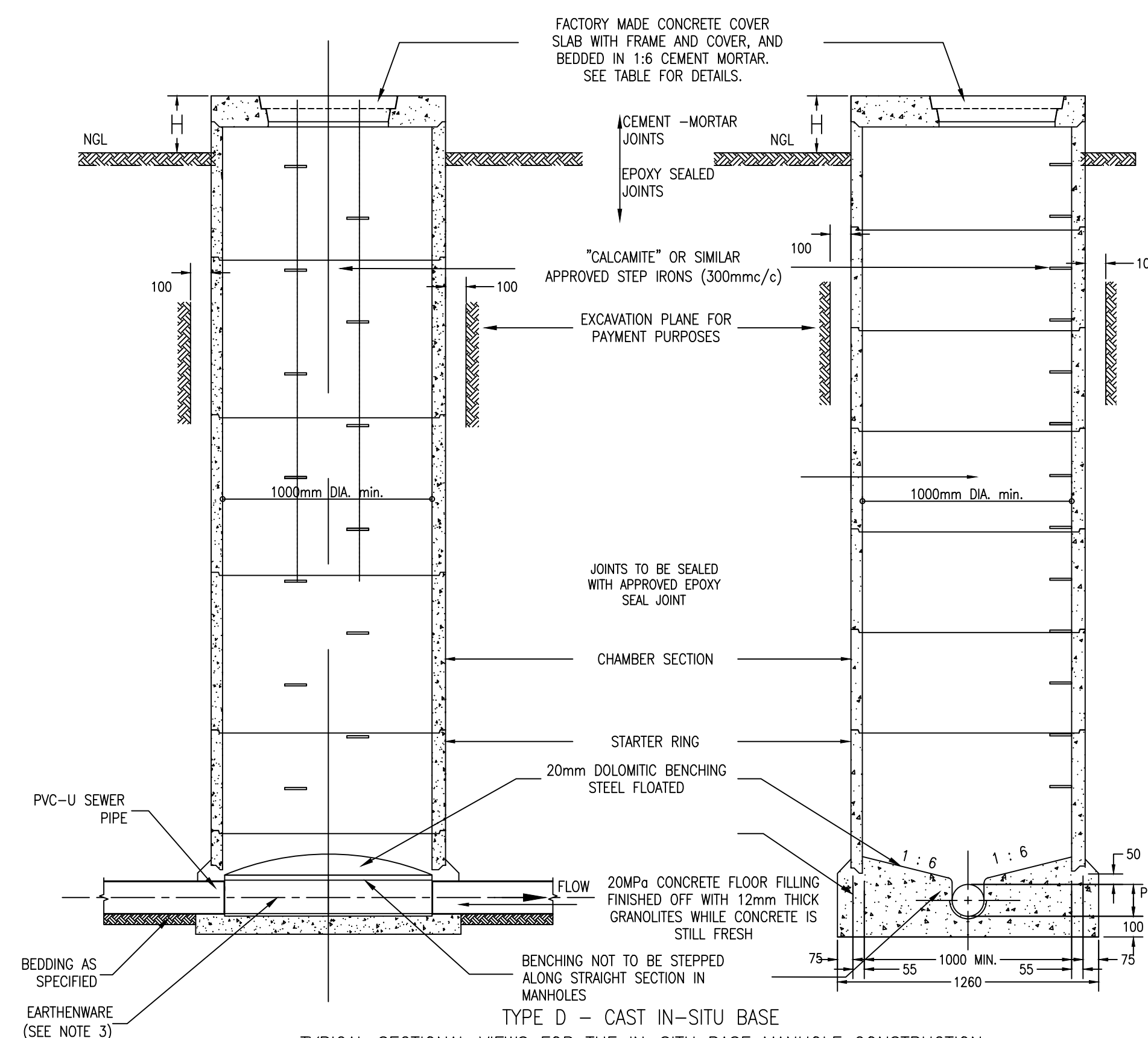
DETAIL 1
NTS



TYPE C-CAST IN-SITU BASE
TYPICAL SECTIONAL VIEWS FOR THE CAST IN-SITU BASE MANHOLE CONSTRUCTION
N.T.S



TYPE B – PRE-CAST BASE
TYPICAL SECTIONAL VIEWS FOR THE PRE-CAST BASE MANHOLE CONSTRUCTION
N.T.S



TYPE D – CAST IN-SITU BASE
TYPICAL SECTIONAL VIEWS FOR THE IN-SITU BASE MANHOLE CONSTRUCTION
N.T.S

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PROJECT TITLE:

Delmas Erf1202 Sanitation

DRAWING TITLE:

PRE-CAST MANHOLE DETAIL

DESIGNED: J KNOETZE

CHECKED: JD BOTHA
PR.ENG. 202302462

DRAWN: T VAN WEST

SIGN: _____

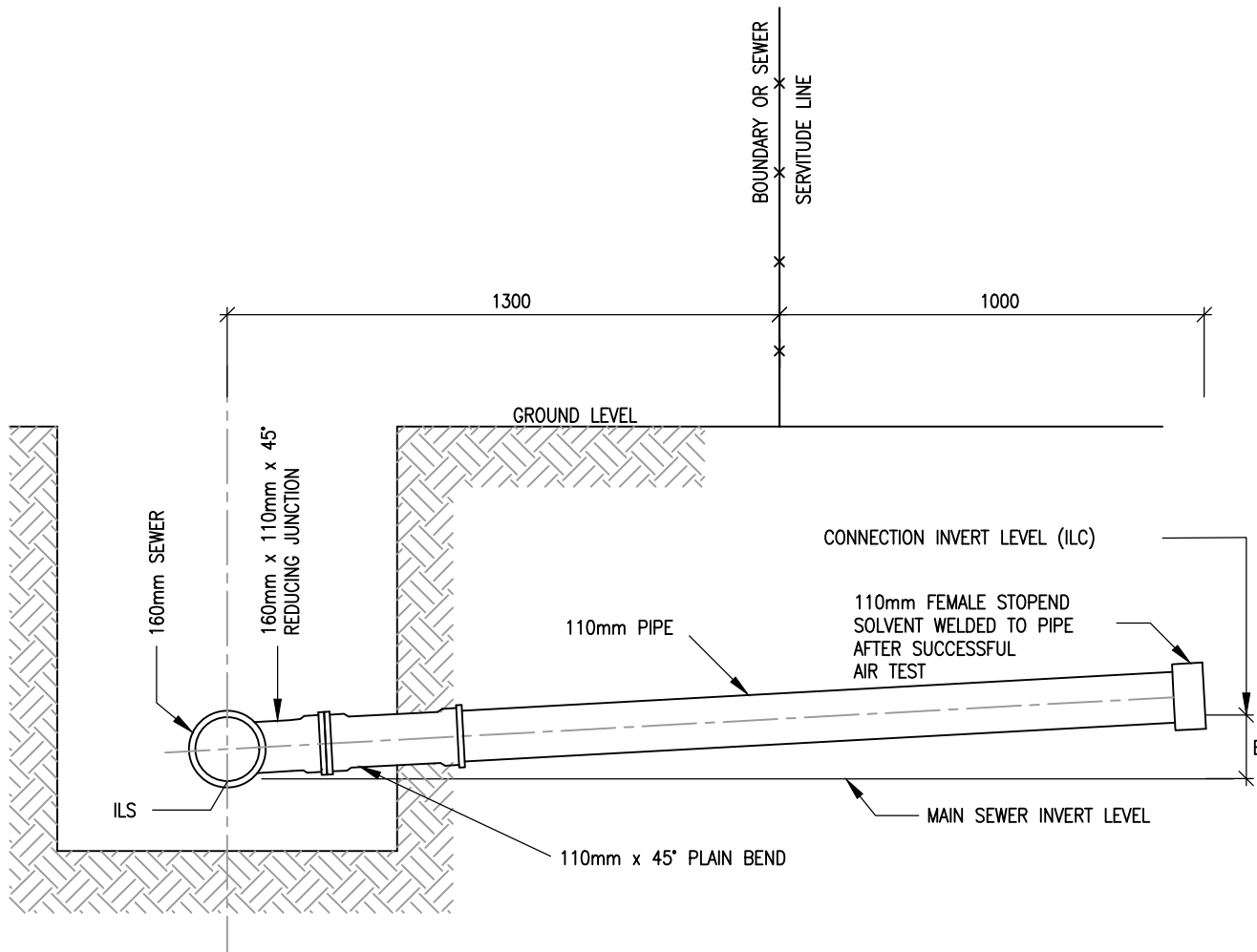
SCALE: N.T.S

DATE: APRIL 2025

DRAWING NO:
NKP 454-02-TS-003

CONTRACT NO:
VKLM/RW/RS/RSWW/2025/2028

REV.	DATE.	REVISION

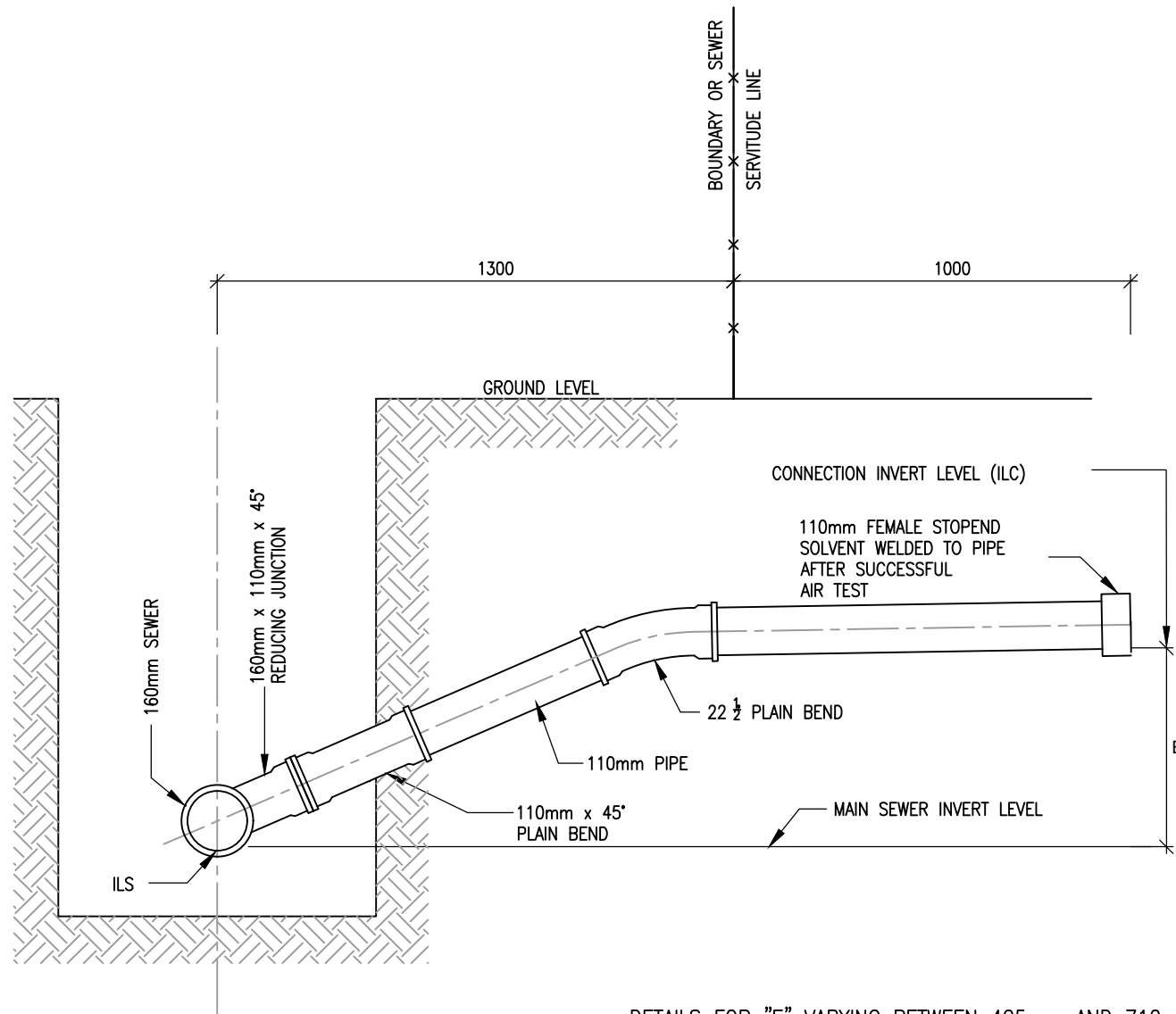


DETAILS FOR "E" VARYING BETWEEN 150mm AND 405mm

NOTES:

1. Dimension "E" = the height difference between Invert Level of Sewer (ILS) at the Reducing Junction and the Invert Level of the Erf Connection (ILC) at the end of the connection.
The Contractor to obtain the ILC from the Engineer for each erf connection.
2. Pipe material used for connection to be same as for sewer.

TYPICAL ERF CONNECTION DETAIL - TYPE 1

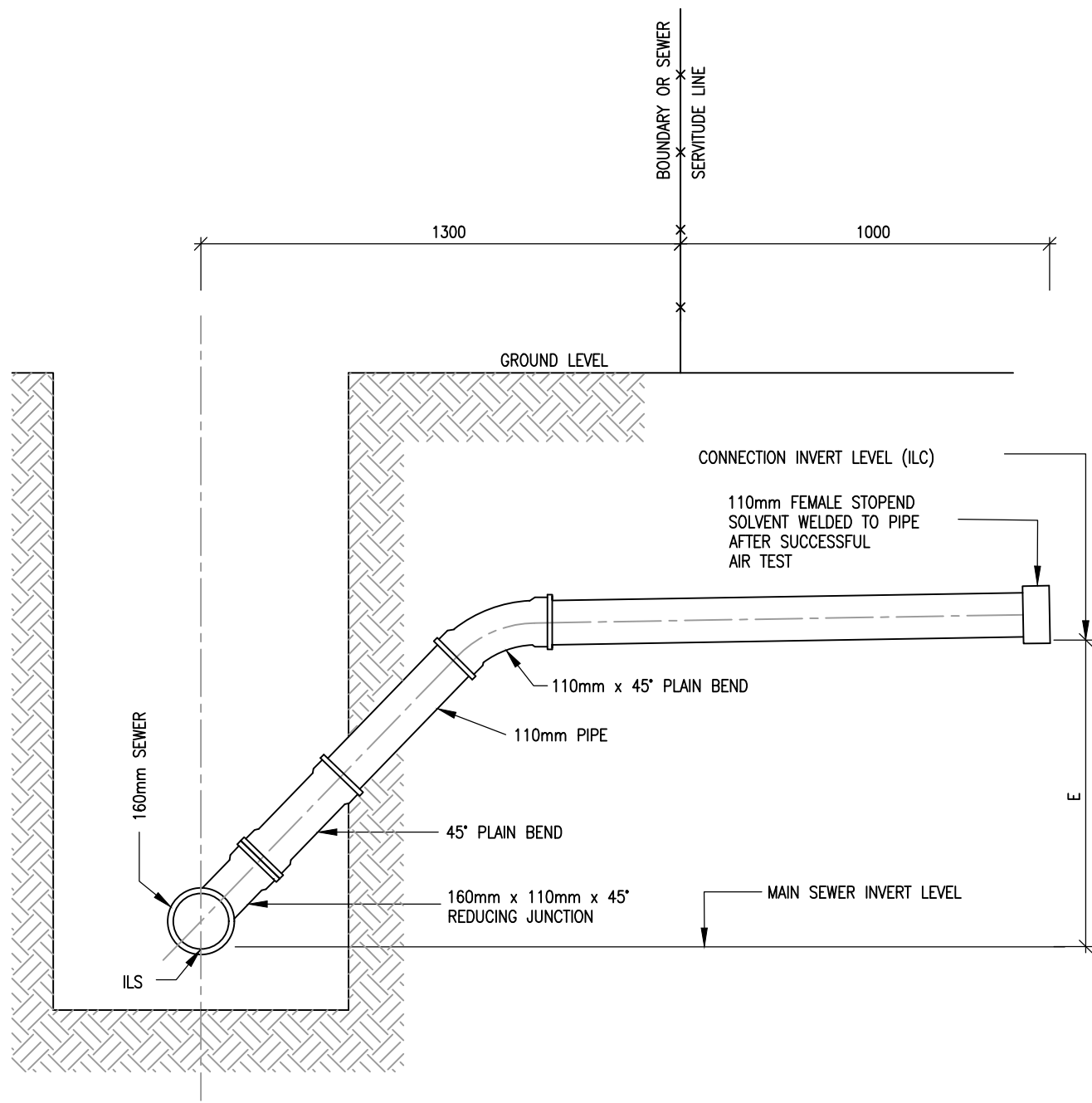


DETAILS FOR "E" VARYING BETWEEN 405mm AND 710mm

NOTES:

1. Dimension "E" = the height difference between Invert Level of Sewer (ILS) at the Reducing Junction and the Invert Level of the Erf Connection (ILC) at the end of the connection.
The Contractor to obtain the ILC from the Engineer for each erf connection.
2. Pipe material used for connection to be same as for sewer.

TYPICAL ERF CONNECTION DETAIL - TYPE 2

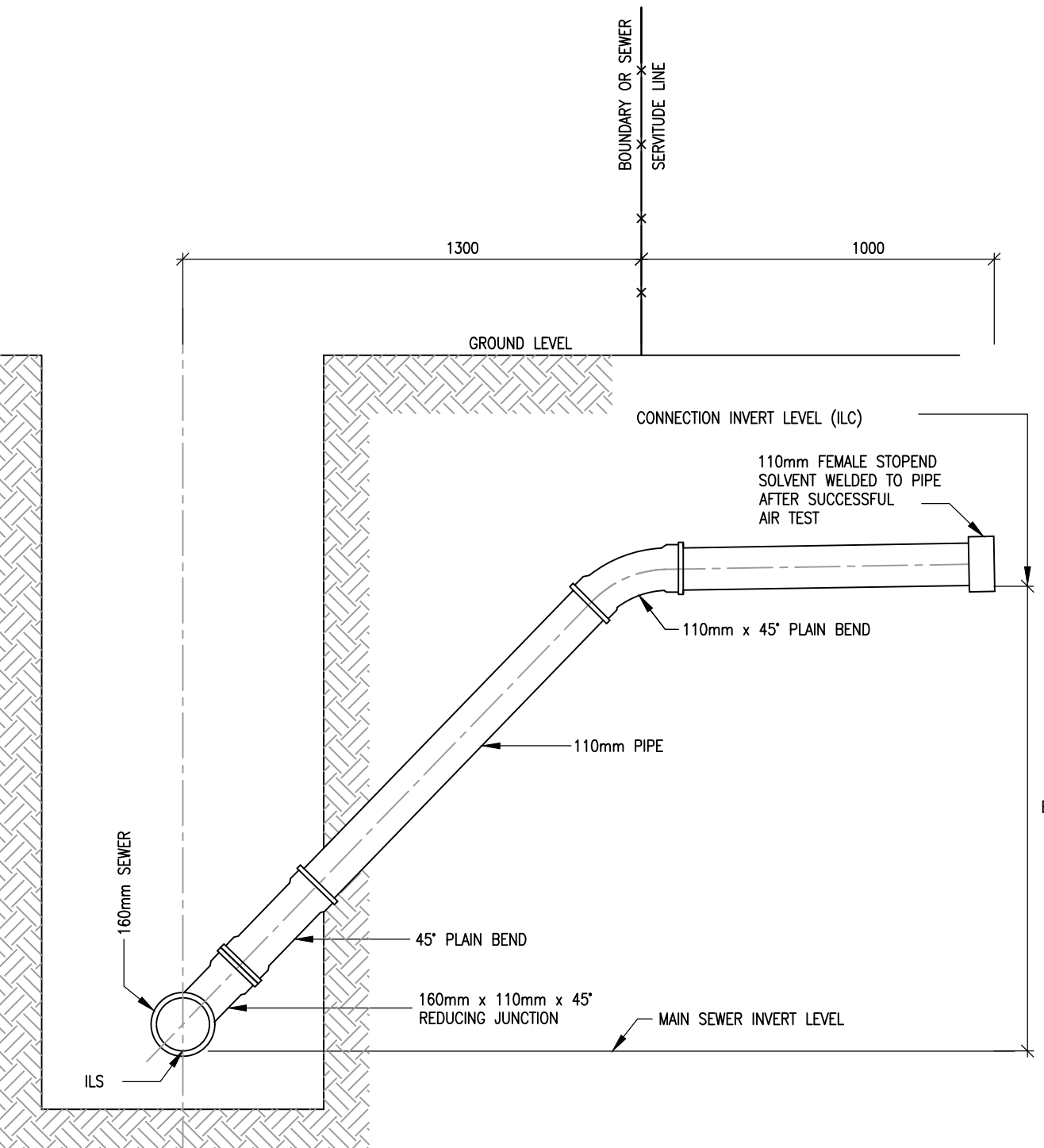


DETAILS FOR "E" VARYING BETWEEN 710mm AND 1015mm

NOTES:

1. Dimension "E" = the height difference between Invert Level of Sewer (ILS) at the Reducing Junction and the Invert Level of the Erf Connection (ILC) at the end of the connection.
The Contractor to obtain the ILC from the Engineer for each erf connection.
2. Pipe material used for connection to be same as for sewer.

TYPICAL ERF CONNECTION DETAIL - TYPE 3

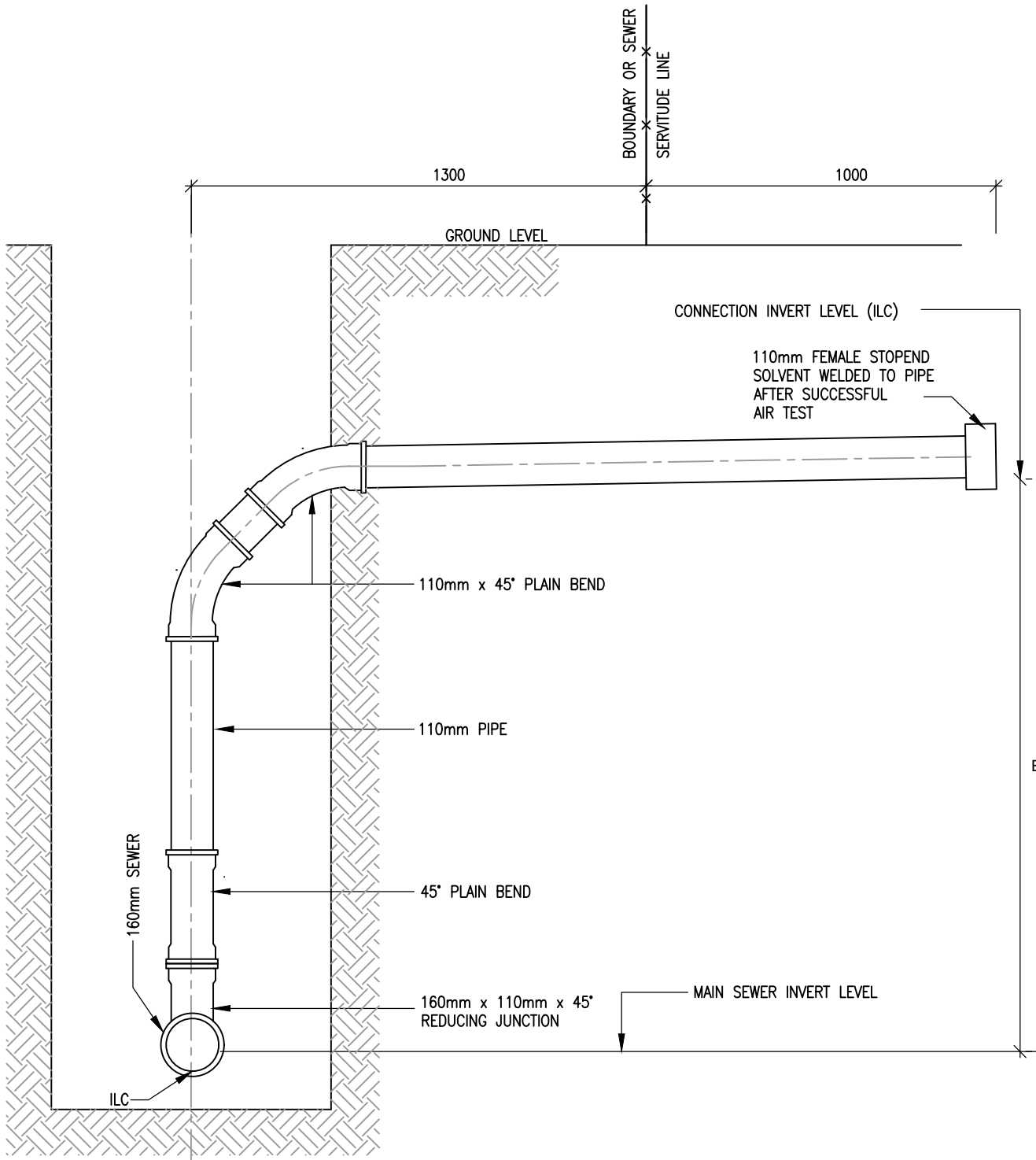


DETAILS FOR "E" VARYING BETWEEN 1015mm AND 1500mm

NOTES:

1. Dimension "E" = the height difference between Invert Level of Sewer (ILS) at the Reducing Junction and the Invert Level of the Erf Connection (ILC) at the end of the connection.
The Contractor to obtain the ILC from the Engineer for each erf connection.
2. Pipe material used for connection to be same as for sewer.

TYPICAL ERF CONNECTION DETAIL - TYPE 4



DETAILS FOR "E" VARYING FROM 1500 UPWARDS

NOTES:

1. Dimension "E" = the height difference between Invert Level of Sewer (ILS) at the Reducing Junction and the Invert Level of the Erf Connection (ILC) at the end of the connection.
The Contractor to obtain the ILC from the Engineer for each erf connection.
2. Pipe material used for connection to be same as for sewer.

TYPICAL ERF CONNECTION DETAIL - TYPE 5

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PROJECT TITLE:

Delmas Erf1202 Sanitation

DRAWING TITLE:

SEWER CONNECTION DETAIL

DESIGNED:

J KNOETZE

CHECKED:

JD BOTHA
PR.ENG. 202302462

DRAWN:

T VAN WEST

SIGN:

SCALE:

N.T.S

DATE:

APRIL 2025

DRAWING NO:

NKP 454-02-TS-004

CONTRACT NO:

VKLM/RW/RS/RSWW/2025/2028

REV.	DATE.	REVISION



VICTOR KHANYE

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6 DELMAS 2210



(013) 665 6005



(013) 665 2913

Email: munman@victorkhanyelm.gov.za

Website: www.victorkhanyelm.gov.za

TECHNICAL SERVICES

Enquiries: Mr. J. Buthelezi

Ref: T/RW13/MIG/P2/2021/2022

Your Ref: NKP 454_Delmas Sanitation

TO : PROJECT MANAGEMENT UNIT
:

FROM : CHAIRPERSON
:

DATE : 21 FEBRUARY 2025

1. STRATEGIC GOAL

Improve access to basic service infrastructure for poor communities and existing businesses. Establishment of new Township on Erf 1202 – Portion 6 – Middelbult 231 - IR

2. PRIORITY ISSUES

Compile specifications for procurement of services.

3. LEGISLATIVE CONTEXT

Project is MIG funded and will adhere to Municipal Infrastructure Grant specifications.

4. PURPOSE OF THE REPORT

To compile specification report for the procurement of a service provider for construction of sewer reticulation in Portion 6 of the Farm Middelbult 231-IR, situated North of Delmas.

5. BACKGROUND

The intention is to service approximately 62 new stands with bulk sewer infrastructure and reticulation as well as existing businesses and sports grounds in the area.

6. DISCUSSION

PART 1: DESCRIPTION OF WORKS

PROJECT DESCRIPTION

Victor Khanye Local Municipality (VKLM) appointed NKP Consulting Engineers to design and supervise the construction for the provision of sewer reticulation in Portion 6 of the Farm Middelbult 231-IR, situated North of Delmas.

DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The area is located North of Delmas and can be accessed via the R42 from Delmas to Botleng.

The new development is located at the following coordinates:

Latitude - 26° 7'21.79"S
Longitude - 28°41'22.15"E



2.2 Access to site

The area is located North of Delmas and can be accessed via the R42 from Delmas to Botleng.

DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

- Excavation, bedding, laying, backfilling and compaction of 302m of 100mm dia. HDPE Sewer Pipe.
- Excavation, bedding, laying, backfilling and compaction of 1687m of 160mm dia. Class 34 Solid Wall Freeflo Sewer Pipe.
- Excavation, bedding, laying, backfilling and compaction of 352m of 200mm dia. Class 34 Solid Wall Freeflo Sewer Pipe.
- Hard rock excavation
- Construction of 31 sewer manholes.
- Connection to existing sewer bulk line.
- Construction of 62 sewer house connections.
- Construction of a Stilling chamber
- Construction of sewer pump stations, pump line complete with fittings and sandtrap chamber

PART 2. EVALUATION CRITERIA:

The evaluation procedure consists of three phases:

Phase 1: Tenders will be evaluated for responsiveness to the tender requirements, tenderers who do not comply will be considered to be non-responsive and disqualified;

Phase 2: Tenderers will be evaluated for functionality, tenderers who did not meet the minimum requirements will be considered to be non-responsive and eliminated;

And

Phase 3: Tenderers will be evaluated based on financial proposals and preference. Tenderers with the highest points scored will be appointed.

2.1 List of Returnable Documents:

2.1.1 Returnable Schedules required only for tender evaluation purposes.

- Certificate of Authority
- Certificate of Authority for Joint Ventures (where applicable)
- Record of Addenda to Tender Documents
- Schedule of Proposed Sub-consultants
- Schedule of the Tenderer's Experience
- Schedule of Current Commitments
- Experience of Key Personnel
- Proposed Amendments and Qualifications
- Program and methodology
- Quality assurance plan

PART 3. FUNCTIONALITY:

Evaluation Criteria

The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:

Organising and Staffing	20
Plant	10
Experience of Firm	40
Sub-Total	70

Organising and Staffing (Maximum points Obtainable - 20)

Project Manager / Team Leader: (Maximum Points Obtainable 8; Minimum 7)

Evaluation Criteria	Minimum Required		Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	BTech in Civil or equivalent		5	5	
Academic Qualifications	National Diploma in Civil		2		
Academic Qualifications	Diploma or qualification in Project Management		1		
Sub-total			5		
Experience of Team Leader in similar projects			Points Obtainable		
Involvement in comparable projects (Technical)	0 - 1		0	2	
	1 - 2		1		
	3 - 4		2		
	5 upwards		3		
Sub-total			3		
Total			8	7	

Site Agent: (Maximum Points Obtainable 4, Minimum 3)

Name:

Evaluation Criteria	Minimum Required	Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	Diploma in civil works or equivalent	2	2	
Academic Qualifications	No formal Education in Construction	0		
Sub-total		2		
Years of experience in in similar projects	0 - 1	0	1	
	1 - 2	1		
	3 and above	2		
Sub-total		2		
Total		4	3	

Note: Should the Site Agent be the same as Contractor Manager zero points will be allocated.

Site Foreman: (Maximum Points obtainable 4; minimum 4)

Name:

Evaluation Criteria	Minimum Required	Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications (Note 10) Form L	N6 in Civil or equivalent	2	4	
Years of experience after qualification	0-1	0		
	1 – 2	1		
	3 upwards	2		
Total		4		

Note: Should the Site Foremen be the same Site Agent and Team leader zero points will be allocated

Safety Officer: (Maximum Points obtainable 4; minimum 3)

Name:

Evaluation Criteria	Minimum Required	Points Obtainable	Minimum Threshold	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate or equivalent (SAMTRAC)	2	3	
Years of experience after qualification	0-1	0		
	1-2	1		
	3 upwards	2		
Total		4		

Note: Should the Safety Officer be the same as Team leader, Site Agent, Site Foreman zero points will be allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Construction Manager/Team Leader	8	
Site Agent	4	
Health and Safety Officer	4	
Site Foreman	4	
TOTAL	20	

PLANT (Maximum Points Obtainable - 10)

It must be noted that total points of **10** are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

Evaluation Criteria	Minimum Required	Points obtainable (Own)	Points obtainable (Leased)	Minimum Threshold	Points Claimed
Firm's plant and equipment – Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Excavator x 1	2.5	1.5	6	
	Firm's number of TLBs x1	2.5	1.5		
	Firm's number of Tipper Truck x 2	2.5	1.5		
	Firm's number of BOMAC Roller x1	2.5	1.5		
Total		10	6		

EXPERIENCE OF FIRM (Maximum Points Obtainable - 40)**Note: Company's previous completed projects**

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of testimonials and appointment letters, in reference to Form E not provided, then the bidder shall obtain zero points on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached.

Evaluation Criteria	Evaluation Criteria	Points Obtainable	Minimum Threshold	Points Claimed
Company experience in terms of projects of a similar scope completed	9. Submit 4x appointment letters and 4x reference letter on sanitation projects	40	30	
	10. Submit 3x appointment letters and 3x reference letter on sanitation projects	30		
	11. Submit 2x appointment letters and 2x reference letter on sanitation projects	20		
	12. Submit 1x appointment letters and 1x reference letter on sanitation projects	10		
TOTAL		40		

TOTAL SCORE: _____/70

A bidder who scores the minimum number of **50** points out of a maximum of **70** for functionality will qualify to be evaluated in term of the **80 /20** preference point system.

6.2 CIDB GRADING: 4CE ONLY

6.3 Briefing: Physical briefing will be conducted

6.4 PROJECT NO: VKLM/RW13/MIG/2025/2026

PART 4. PRICING DATA:

DESCRIPTION	POINTS
PRICE	80
TARGET GOALS CONTRIBUTION	20
Total points for price and Target goals must not exceed	100

7. ENVISAGED IMPACT

Improve sanitation infrastructure for existing stands. Accommodate development of new township by servicing 62 new stands with sanitation infrastructure and the ability to accommodate 140 Future Residential 1 stands (4000m² per stand)

8. STAKEHOLDER CONSULTED

PMU Unit

Water & Sanitation Unit
MIG

9. HUMAN RESOURCES IMPLICATIONS

EPWP project. Labour intensive.

10. LEGAL IMPLICATIONS

None

11. FINANCIAL IMPLICATIONS

MIG funded. Additional funding to be requested.

12. OTHER IMPLICATIONS

Town planning data not finalized to correspond with SG data

13. RECOMMENDATIONS

To approve compilation of specification for the procurement of a service provider.

.....

Mr. J. Buthelezi

PROJECT MANAGEMENT UNIT