



**Contract No.: BM25/24/25**

**CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS  
(AVON)**

**CIDB GRADING: 4 CE or Higher**

<b>NAME OF TENDERER</b>	: .....
	.....
<b>TENDERED AMOUNT</b>	: .....
	.....

**ISSUED BY:**



Blouberg Municipality  
P.O Box 1593  
Senwabarana  
0790

Tel: +27(15) 505 7100

**PREPARED BY:**



Morula Consulting Engineers  
54 A Dorp Street  
Polokwane

0700

Tel: (015) 291 1161





**Contract No.: BM25/24/25**

## **THE TENDER**

**for the  
CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS  
(AVON)**

**CLOSING DATE: 17<sup>TH</sup> MARCH 2025**

**CLOSING TIME: 11H00 AM**

**ISSUED BY:**



Blouberg Municipality  
P.O Box 1593  
Senwabarana  
0790

Tel: +27(15) 505 7100

**PREPARED BY:**



Morula Consulting Engineers  
54 A Dorp Street  
Polokwane  
0700

Tel: (015) 291 1161



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT**  
**TENDER NO: BM25/24/25**

**CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS-AVON**

**A TENDER FOR CATEGORY 4CE OR HIGHER REGISTERED CONTRACTORS**

**ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE MUNICIPALITY THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED**

Please indicate <b>YES</b> or <b>NO</b> ✓ Place a Tick in the appropriate column	YES	NO
Company Registration certificate (CK)		
All Pages of the Bid document must be initialed.		
Proof of registration with CIDB attached and relevant grading to be attached, If JV, the bidder must submit JV and calculated grading as per CIDB system.		
Compulsory enterprise questionnaire completed		
Letter of authority for signatory for the contract.		
Letter of intent of contract performance guarantee		
Letter of intent of Insurance of works and Public Liability		
Compliant tax status. If JV both parties must submit		
Valid BBBEE Certificate <b>(For pre-qualification process only)</b>		
Valid Letter of good standing <b>(COIDA)</b> issued by Department of Labour		
Form of offer/contract form must be completed and signed		
<b>Other documents that may be used</b>		
Have you claimed the points on <b>Specific Goals</b> section?		
Have you attached the valid statement of municipal rates and taxes or proof of residence or lease agreement with valid and certified/original municipal rates and taxes of the landlord/owner or proof of residence from traditional authority?		
Have attached letter of intent to subcontract (Not Whole Contract) within <b>Blouberg Municipality boundaries</b>		
Attendance of a compulsory meeting		
Provide Central Supplier Database (CSD) number, If JV both bidder must submit copies (Only CSD copies printed 5 days before closing is acceptable)		
Signed J/V agreement must be attached (Where applicable)		
Have printed the electronic Tender Document based on the prescribed color coding as specified on the <b>table of content?</b>		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>COMPLETED AND SIGNED ALL MBD FORMS AS PER THE DOCUMENT</b>		
<ul style="list-style-type: none"> <li>• Proof of purchased tender document <b>(Not applicable)</b></li> <li>• Are all addenda issued completed and returned (if applicable)?</li> <li>• Are certified copies attached? (<b>Certified copies must be within six months prior closing date</b>); ID; professional registration certificates and CV including SAQA certificate for foreign key personnel?</li> <li>• Copies of appointment letters, reference letters and completion certificate attached for relevant projects.</li> </ul>		
<b>Note: This checklist must be read in conjunction of the entire document and must not be used as compass of the tender requirements but as guidance.</b>		

<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## DOCUMENT LAYOUT

### CONTENT VOLUME 1

SECTION	HEADING	COLOUR
<b>PART 1: THE TENDER</b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b> SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER SECTION T1.2: TENDER DATA SECTION T1.2.1: CONDITIONS OF TENDER SECTION T1.2.2: TENDER DATA SECTION T1.2.4: CIDB STANDARD CONDITIONS OF TENDER	WHITE PINK PINK WHITE
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS,</b> SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
<b>PART 2: THE CONTRACT</b>		
<b>PART C1:</b>	<b>AGREEMENT AND CONTRACT DATA</b> SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONTRACT DATA SECTION C1.3: CONSTRUCTION GUARANTEE (PRO-FORMA) SECTION C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR	WHITE YELLOW YELLOW WHITE
<b>PART C2:</b>	<b>PRICING DATA</b> SECTION C2.1: PRICING INSTRUCTIONS SECTION C2.2: BILLS OF QUANTITIES	YELLOW YELLOW
<b>PART C3:</b>	<b>SCOPE OF WORKS</b> SECTION C3.1: PROJECT SPECIFICATIONS SECTION C3.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS SECTION C3.3: ENVIRONMENTAL MANAGEMENT PLAN AND SPECIFICATIONS	BLUE BLUE BLUE
<b>PART C4:</b>	<b>SITE INFORMATION</b> SECTION C4.1: LOCALITY PLAN SECTION C4.2: CONSTRUCTION NOTICE BOARD SECTION C4.3: NATURE OF GROUND CONDITIONS SUBSOIL CONDITIONS SECTION C4.4: PROJECT SPECIFICATIONS SECTION C4.5: MUNICIPAL SUPPLY CHAIN MANAGEMENT (SCM) POLICY	GREEN GREEN GREEN GREEN GREEN

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## CONTENT VOLUME 2

SECTION	HEADING	COLOUR
PART 1: TENDER DRAWINGS		
		WHITE (ALL)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

# THE TENDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## TABLE OF CONTENTS

<u>Reference</u>	<u>Colour</u>	<u>Page No</u>
<b><u>Volume 1:</u></b>		
<b>THE TENDER .....</b>		<b>1</b>
<b>PART T1: TENDERING PROCEDURES</b>		<b>3</b>
Section T1.1: Tender Notice and Invitation to Tender	White	4-6
Section T1.2: Tender Data	Pink	7
Section T1.2.1: Conditions of Tender	Pink	7
Section T1.2.2: Tender Data	Pink	7-27
Section T1.2.3: CIDB Standard Conditions of Tender	White	28-44
<b>PART T2: RETURNABLE DOCUMENTS</b>		<b>45</b>
Section T2.1: List of Returnable Documents	Yellow	46-49
Section T2.2: Returnable Schedules	Yellow	50-116
<b>PART 2: CONTRACT DATA</b>		<b>117</b>
Part C1: Agreement and Contract	Yellow	117-163
Part C2: Pricing Data	Yellow	164-167
Part C3: Scope of Work	Yellow	168-251
<b>PART 3: PROJECT SPECIFICATIONS</b>		<b>252</b>
Section 3: Occupational Health; Safety and Environmental Specifications	Yellow	252-258
<b>PART 4: THE CONTRACT</b>		
Section 4: Site Information	Yellow	258-266
<b><u>Volume 2:</u></b>		
Section 1: Tender drawings	White	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# PART T1: TENDERING PROCEDURES

For a proposed  
contract between

**BLOUBERG MUNICIPALITY**

**(the Employer)**

and

\_\_\_\_\_  
**(the Contractor)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER

**FOR:**

**CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS**

**BID NO.: BM25/24/25**

**INVITATION AND SCOPE OF WORK:**

The project entails CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS (AVON)

**CONDITIONS:**

Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **4CE or higher**.

**Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond:**

**a) EPWP**

Tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders. A minimum of 50 (to be extracted from the design or the business plan) work opportunities are expected to be created from this project.

**b) QSE (Annual Revenue between 10 to 15 million Rands)**

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and its associated Regulations of 2022. The **80/20** Preference Point system will be applied where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for preference.

Bid documents shall be made available on the, **The tender document will be available free of charge for download on the Blouberg Municipality Website, [www.blouberg.gov.za](http://www.blouberg.gov.za) and ETenderWebsite**

**TENDER BRIEFING/ SITE INSPECTION MEETING 21<sup>ST</sup> FEBRUARY 2025 at AVON (23°08'35.12'S, 29°05'56.37'E) (ONE REPRESENTATIVE PER COMPANY), Starting at 11:00am**

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the municipality.

The original and completed bid document shall be placed in a sealed envelope clearly marked:

**"BID NO: BM25/24/25: CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS (AVON)"**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the **MUNICIPAL MANAGER: BLOUBERG MUNICIPALITY**, and must be submitted in the tender box situated at:

**BLOUBERG MUNICIPALITY  
HEAD OFFICE, SECOND BUILDING, MOGWADI/SENWABARWANA ROAD  
P.O BOX 1593  
SENWABARWANA  
0790**

No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.

**All enquiries regarding this bid must be directed to:**  
**ENQUIRIES – TECHNICAL RELATED:**

Mr. Tsanwani S

Tel: (015) 291 1161  
E-mail: [shoegra@morulaconsulting.co.za](mailto:shoegra@morulaconsulting.co.za)

**ENQUIRIES – SCM RELATED:**

Blouberg Municipality  
Ms. Maditlou Monyemanena

Tel: (015) 505 7100  
E-mail: [monyemangenam@blouberg.gov.za](mailto:monyemangenam@blouberg.gov.za) / [maditlou@gmail.com](mailto:maditlou@gmail.com)

No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mailed submissions will not be accepted. Failure to meet the **mandatory requirements** required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**TENDER BOX INFORMATION**

**BID NO.: BM25/24/25**

**CLOSING DATE: 17<sup>th</sup> MARCH 2025, @ 11H00 AM**

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA  
(BLOUBERG MUNICIPALITY)**

**TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT  
BE ACCEPTED FOR CONSIDERATION.**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE**

Bid documents **must** be deposited in the box which is identified as the bid box of the:

**BLOUBERG MUNICIPALITY  
HEAD OFFICE, SECOND BUILDING, MOGWADI/SENWABARWANA ROAD  
P.O BOX 1593  
SENWABARWANA  
0790**

**THE BID BOX OF THE OFFICE OF THE BLOUBERG MUNICIPALITY IS OPEN BETWEEN 08:00am and  
16:00pm, 5 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE CLOSING TIME OF BIDS WHICH  
IS 11H00am.**

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS**

---

***SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE***

---

**\*Note:** Any reference to words “Bid” or “Bidder” herein and/or in any other documentation shall be constructed to have the same meaning as the words “Tender” or “Tenderer”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 1.2.TENDER DATA

### SECTION T1.2.1. CONDITIONS OF TENDER

The conditions of tender are the CIDB Standard Conditions of Tender July 2015 in Section T1.2.3. and Adjustments to Tender Value ranges in Terms of the CIDB Regulation, 2015(As Amended) issued in August 2019.

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

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender July 2015 to which it mainly applies.

### SECTION T1.2.2. TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

The additional Conditions of Tender are:

ITEM		DATA
F.1	GENERAL	ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
F.1.1	<b>Actions</b>	The Employer is the “Blouberg Municipality”. The term “bid” in the context of this standard is synonymous with terms “tender”.
F.1.2	<b>Tender Documents</b>	This document ( <b>Volume 1 &amp; 2</b> ) in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Works, Site Information and Drawings
F.1.3	<b>Interpretation</b>	Add the following new clause: “1.3.3” The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.
F.1.4	<b>Communication and Employer’s Agent:</b>	
	<b>The Employer’s Agent is:</b>	<b>Company</b> : Morula Consulting Engineers <b>Contact</b> : Mr. Tsanwani H O <b>Address</b> : 54 A Dorp Street, Polokwane, 0700 <b>Tel No.</b> 015 291 1161 <b>E-mail</b> <a href="mailto:admin@morulaconsulting.co.za">admin@morulaconsulting.co.za</a>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.1	<b>Eligibility:</b>	<p>Only those Tenderers who are registered with the CIDB, or are capable of doing so prior to the evaluation of submissions in a contractor grading designation equal to <b>4CE or higher than a contractor grading designation determined in accordance with the sum tendered for 4CE or Higher Class of construction work, are eligible to submit tenders.</b></p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> <li>1. Every member of a joint venture is registered with the CIDB.</li> <li>2. The lead partner has a contractor grading designation of <b>not lower than one level below</b> the required grading designation of <b>4CE</b> of construction work.</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for an <b>4CE</b> or higher class of construction work, is eligible to submit tenders.</li> </ol>
F.2.2	<b>Cost of Tendering:</b>	<p>Add the following to the clause:</p> <p>“Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent.”</p>
F.2.5	<b>Reference documents:</b>	<ul style="list-style-type: none"> <li>● The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 07 February, 2014, Notice No R10113). This document is obtainable separately, and Tenders shall obtain their own copies.</li> <li>● COVID 19 occupational Health and Safety measures in workplaces COVID-19 (C19 OHS), 2020</li> <li>● General Condition of Contract (3<sup>rd</sup> edition 2015).</li> <li>● Civil Engineering Quantities 2017 (ISBN 9781776172422)</li> <li>● SANS 1921-1: 2018 parts 1, 2, &amp; 3 and Construction &amp; Management requirements for works contract.</li> <li>● COLTO Standard Specifications for Road and Bridge Works for South African Road Authorities</li> </ul> <p>Tenderers, Contractors and Sub-contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract.</p>
F.2.7	<b>Clarification meeting:</b>	Clarification meeting will be held as stated in the Tender Notice and Invitation to Tender.
F.2.8	<b>Seek clarification:</b>	“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at least <b>5 (five) working days</b> before the closing time stated in the foregoing notice and clause 2.15.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.9	<b>Insurance:</b>	<p>Add the following to the clause:</p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the Tender amount including VAT plus 20%, and Public Liability to be limited to R 2 000 000 under the contract.</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>
F.2.11	<b>Alterations to documents:</b>	<p><b>Add the following to the clause:</b></p> <p><b>“In the event of mistakes having been made on the prices inclusive of VAT it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial”.</b></p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>Tampering with or taking apart the bound document is strictly prohibited. <b>All additional documentation must be stapled into the tender document or attached in a separate file.”</b></p> <p><b>The municipality will reject the bid if the above conditions are not adhered to.</b></p>
F.2.13	<b>Submitting a tender offer</b>	
	F.2.13.1	Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
	F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Failure to adhere to this the bid will be disqualified.
	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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
	F.2.13.4	<p>Add the following to the clause:  “Only duly authorized signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSED CORPORATION</b> submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE</b> submitting a tender, must include a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”</p> <p><b>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive</b></p>
	F.2.13.5	<p>The Employer's address for delivery of tender offers:</p> <p><b>BLOUBERG MUNICIPALITY</b></p> <p><b>BLOUBERG MUNICIPALITY</b>  <b>HEAD OFFICE, SECOND BUILDING, MOGWADI/SENWABARWANA ROAD</b>  <b>P.O BOX 1593</b>  <b>SENWABARWANA</b>  <b>0790</b></p> <p><b><u>SUBMITTING OF TENDERS – PLEASE NOTE:</u></b> Tenders can only be submitted in the Tender Box in Blouberg Municipality</p>
	F.2.13.6	A two-envelope procedure will NOT be followed.
	F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.14	<b>Information and Data to be completed in all respects:</b>	<p>Add the following to the clause:  “Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in <b>Section T2.2.</b></p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) of the construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>
F.2.15	<b>Closing time:</b>	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	<b>Tender offer validity:</b>	<p>The tender offer validity period is <b>90</b> days.</p> <p>Add the following to the clause:</p> <p>“If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”</p>
F.2.17	<b>Clarification of tender offer after submission</b>	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	<b>Provide other material</b>	The Tenderer shall 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.2.19	<b>Inspections, tests and analysis:</b>	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.20	<b>Submit securities, bonds and policies:</b>	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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.23	<b>Certificates:</b>	<p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> <li>a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44</li> <li>b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2</li> <li>c) Copy of Partnership Agreement (if tenderer is a Partnership)</li> <li>d) Copy of Identity Document (if tenderer is a One-man concern)</li> <li>e) Copy of Deed of Trust (If a trust is involved).</li> </ul> <p>In cases where the tenderer has failed to submit any of the documents above with the tender, the municipality reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) calendar days from the date of notification.</p>
<b>ADD THE FOLLOWING NEW CLAUSES:</b>		
"2.24	<b>Canvassing and obtaining of additional information by tenderers:</b>	<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
"2.26	<b>Awards to close family members of persons in the service of the state</b>	<p>In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in <b>Section T2.26 – Form F</b> must be completed."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
“2.28	<b>TAX</b>	<p>Bidders must ensure compliance with their tax obligations.</p> <p>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.</p> <p>Application for tax compliance status (TCS) 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 <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no TCS is available but the bidder is registered on the central supplier database(CSD), a CSD number must be provided.</p>
“2.29	<b>CSD –National Treasury Central Supplier Database (CSD) Registration</b>	<p>Bidders must register on the central supplier database (CSD) to upload mandatory information namely: (business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes). B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to a bidding institution.</p> <p><b>NB: <u>PLEASE TAKE NOTE OF THE FOLLOWING:</u></b></p> <p><b>A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. The certificate must clearly depict QSE on the score card.</b></p> <p><b>CSD must not be older than 5 days prior the closing date</b></p>
“2.30	<b>Tender Participation Goals</b>	<p>It is a requirement of this contract that work be executed in such a manner so as to maximize the use of local labour intensive construction methods.</p> <p>Local labour target:</p> <ul style="list-style-type: none"> <li>● 100% target is to be achieved on employment of unskilled local labour.</li> </ul> <p>The contractor must submit monthly labour reports to the client.</p> <p>Contractors to adhere to the minimum labour rates as stipulated by the Department of Labour. Contractors to ensure that <b>Section T2.2.20 - Form T</b>, must be completed. In case where the contractor has not completed the form at close of tender, client must request the contractor to complete the form, failure by the contractor to conform to client's request will be seen as being non-compliance</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.31	<b>Local Content Declaration</b>	<p>Preferential Procurement Regulations, 2022 (Regulation 8) makes provision for the promotion of local production and content.</p> <p>Regulation 8. (2) prescribes that 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. (as indicated in <b>SBD 6.2 – Section T2.2.23 Form W.</b>)</p>
------	----------------------------------	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.3.1	<b>Respond to requests from the Tenderer:</b>	Replace the contents of the clause with the following: "Respond to a request for clarification received up to three (3) working days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents"
F.3.2	<b>Issue Addenda:</b>	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 <b>five (5) working days before the tender closing time</b> 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	<b>Return late tender offers</b>	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	<b>Opening of tender submissions:</b>	<p>The closing date and time for receipt of tenders is:  Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the:</p> <p><b>MUNICIPAL MANAGER  BLOUBERG MUNICIPALITY</b></p> <p>Tenders <b>must</b> be submitted in the tender box situated in <b>Senwabarana (Blouberg Municipality – Physical Address):</b></p> <p><b>BLOUBERG MUNICIPALITY</b></p> <p><b>BLOUBERG MUNICIPALITY  HEAD OFFICE, SECOND BUILDING, MOGWADI/SENWABARWANA ROAD  P.O BOX 1593  SENWABARWANA  0790</b></p> <p>Only tenders submitted to this tender box will be opened/ considered.</p> <p>Valid tender submissions shall be opened 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.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.9.2	<b>Arithmetic Errors</b>	<p>Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.</p> <p>The Employer reserves the right to correct arithmetical or other errors in the extension of rates and totals in the tender. Tendered rates will not be adjusted when correcting such errors, however in exceptional cases the Employer reserves the right to correct a tendered rate where the error was obviously not a result of incorrect arithmetic but rather the result of a writing or other error, confirmed in writing by the Tenderer. The total tendered offered amount shall not be adjusted when correcting errors and the rates of sections or items affected shall be subjected to error correction. No other items without errors shall not be adjusted as per clause 6.8.1 of the GCC 2015 3rd Edition. <b>The so called “rates balancing” which entail changing tendered rates to new rates is not permitted in this contract.</b></p>
---------	--------------------------	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.3.6	<b>Evaluation of Tenders:</b>	<p>Tenders will be evaluated in terms of the evaluation criteria stipulated:</p> <ol style="list-style-type: none"> <li>a) Prequalification criteria (EPWP and QSE)</li> <li>b) Mandatory Returnable <ul style="list-style-type: none"> <li>• Bounded Tender Document as per the specified Colour Coding</li> <li>• Company Registration Certificates, Joint Venture (JV) must submit both certificates.</li> <li>• Certified copy or copies of Identity Document (ID) for Director(s), this is applicable to JV (both Directors must submit).</li> <li>• Proof of CIDB Registration as per the specified grading, if joint venture, the bidder must submit calculated grading certificate obtained from CIDB grading calculator.</li> <li>• JV Agreement</li> <li>• CSD Report printed 5 days before closing date, JV must submit both reports</li> <li>• Attendance of Compulsory Briefing (Attendance Register will be used to verify)</li> <li>• Letter of Authority of signatory</li> <li>• Letter of intent of contract performance guarantee from the registered service provider with NCR and/or FSP</li> <li>• Letter of intent by the bidder to subcontract.</li> <li>• Letter intent of insurance of works and Public Liability from (Registration of the service provider will be checked, if not active therefore the bidder will be disqualified) registered service provider with FSP (Registration of the service provider will be checked, if not active therefore the bidder will be disqualified).</li> <li>• Valid BBBEE Certificate issued by SANAS registered service provider, for JV consolidated BBBEE Certificate must be submitted.</li> <li>• Valid Letter of Good standing issued by Department of Labour. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. Must also be in line with the required CIDB Grading</li> <li>• Original or Certified copy of the up to date statement of Municipal rates and taxes and municipal service charges for company and company owners/directors (not more than six months and not in areas for more than 90 days) and if renting a lease agreement with proof of payment. if the bidder is operating where municipal rates are not applicable, a certified (not more than six months) copy of residence from the traditional authority must be submitted.</li> <li>• Addendum if any.</li> </ul> </li> <li>c) Evaluation in terms functionality (Minimum score 80%)</li> <li>d) Financial offer</li> <li>e) Weighting or scoring of specific goals</li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		The tender evaluation method to evaluate all responsive tender offers will be Method2.
--	--	--

## **FUNCTIONALITY**

### **1. A. Company's Experience & References (60)**

<b>No.</b>	<b>Target goals</b> Five (05) largest completed road construction or rehabilitation projects with final completion certificate attached (and construction appointment letters, will be assessed as follows:	<b>Weighting (point of each project)</b>
1.	Completed projects with value of > R 5 Million	8
2.	Completed projects with value of R 5 Million to less than R 10 Million	5
3.	Completed projects with value of less than R 5 Million to R 2.5 Million	4
4	Completed projects with value of < R 2.5 Million	1
	<b>Max Points</b>	<b>40</b>

**Note: Bidders must complete company experience and add certified supporting documentation.**

**Failure to submit required FINAL COMPLETION CERTIFICATE and reference letter will result in the bidder getting zero points.**

**NB: Final Completion certificates must be signed by all parties namely: the employer, Engineer and the contractor (certificates that is not signed by ALL relevant parties will result in the bidder forfeiting points)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**2. Representative experience**

No.	Target goal  (attach Valid Certified copy of Qualifications, professional registration and SAPS affidavit confirming that the employee is employed by the tendering entity).	Weighting	Score
1.	Contract manager in projects involving roads & stormwater projects 10 years and above = 8 8 years = 6 6 years = 4 4 years = 2 2 year = 1	8	
2.	Construction manager (Site agent) in projects involving roads & stormwater projects  10 years and above = 4 8 years = 3 6 years = 2 4 years = 1	4	
3.	Foreman in projects involving roads & stormwater projects  10 years and above = 4 8 years = 2 6 years = 1	4	
4.	Health & Safety Officer years' experience as OHS safety officer in projects involving roads & stormwater projects  10 years and above = 45 years and below=2	4	
	<b>SUBTOTAL: Representative experience</b>	<b>20</b>	

**Note: Project organogram of the project team must be attached. Curriculum vitae with certified copies of qualifications and contact details should be attached to the tender document for verification by the clients.**

**NB foreign qualifications certified copies from SAQA must also be attached.**

**3. Banking Rating**

No	Target goals	Max points
1	Banking rating "A" = 10 Bank rating "B" = 08 Banking rating "C" = 5 Banking rating "D" = 2 Non Submission = 0	10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Representative Qualification

No.	Target goals	Weighting	Score
1.	<p><b>Contract Manager</b></p> <p>BSc/B-Tech or higher in Civil Engineering Post Graduate Qualification including NQF7 – Labour Intensive (LIC) with valid Professional Registration with SACPCMP as Professional Construction Manager (Pr.CM) = 6</p> <p>BSc/B-Tech or Higher in Civil Engineering Post Graduate Qualification, NQF5 – Labour Intensive (LIC) with Professional Registration with SACPCMP as Professional Construction Manager (Pr.CM) = 5</p> <p>National Diploma Civil Engineering with Professional Registration including NQF5 or above – Labour Intensive (LIC) with SACPCMP as Professional Construction Manager (Pr.CM) =3</p> <p><b>Note: None submission of NQF 5/7 LIC and Pr.CM will result to 0 points obtained.</b></p>	6	
2.	<p><b>Construction Manager (CR14 Regulation 8(1))</b></p> <p>National Diploma Civil or Higher including NQF5 -Labour Intensive (LIC) = 5</p> <p>N6 Certificate in Civil including NQF5 – Labour Intensive (LIC) = 3</p> <p><b>Note: None submission of NQF 5/7 LIC will result to 0 points obtained.</b></p>	5	
3.	<p><b>Construction supervisor (Foreman) (CR14 Regulation 8(7))</b></p> <p>N6 Certificate or above in Civil Engineering = 4</p> <p>Matric Certificate = 2</p>	4	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No.	Target goals	Weighting	Score
4.	<b>Safety Officer (CR14 Regulation 8(5))</b> B-Tech in Safety Management and Registration with SACPCMP as a Professional Safety Officer (Pr. CSHO) = 5  National Diploma in Safety Management SAMTRAC or NOSA Registration with SACPCMP as safety officer (Pr. CSHO) = 3  National Diploma in Safety Management without registration with SACPCMP as Safety Officer (Pr. CSHO) = 2  NOSA SAMTRAC or NEBOSH without Registration with SACPCMP as a Professional Safety Officer (Pr. CSHO) = 1	5	
	<b>SUBTOTAL: Representative Qualification</b>	<b>20</b>	

**Note:** Project organogram of the project team should be attached. Curriculum vitae with certified copies of qualifications and contact details should be attached to the tender document for verification by the clients.

**NB foreign qualifications certified copies from SAQA must also be attached.**

#### 5. Plants & Equipment

No.	Target goals	Weighting	Score
1.	1 x TLB	1	
2.	2 X Tipper Truck – 10m3 or above	2	
3.	1 x 30 Ton Excavator	2	
4.	2 X Water tanker – 18000l or above	1	
5.	1 X Grader	2	
6.	1 X 10ton Smooth Roller	2	
	<b>SUBTOTAL: Plant &amp; equipment</b>	<b>10</b>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRICE	80
Specific goals	20

**Please Note:**

- Proof of ownership to be submitted with tender. If plant will be hired, a signed letter from plant Hire Company confirming availability to the service provider for this particular contract and the proof of valid hirer ownership documents showing that the company intending to hire the machine to the tenderer owns the machines.*
- Should the bidder submit 50% of the required quantity they will obtain half of the points per item on respective plant.*
- Should the bidder submit less capacity of plant required were applicable will obtain zero points.*
- For the Excavator and smooth roller, a proof of purchase invoice in the name of the tenderer accompanied by the SAPS affidavit confirming that such excavator is still under the tenderer ownership is mandatory to score the points.*
- The proof of ownership for item 1-6 should be accompanied by the copy of traffic department annual renewal certificate with the disc in order for the tenderer to score points*

**1. Summary of table 1-5**

No.	Summary of tables	Max	Score
1.	Experience & References	40	
2.	Representative experience	20	
3.	Representative Qualifications	20	
4.	Banking Rating	10	
5.	Plants & Equipment	10	
<b>Sub-Total</b>		<b>100</b>	

Preferential Elements	20 Points
Historical Disadvantage Individual - Contributor	Number of Points (80/20 system)
1. Locality = [(Capricorn District = 6, Limpopo = 4 / Out site = 1)]	6 = (attach certified proof of address in the form of municipal statement account of services). If residing in rural area please attached a tradition authority with an affidavit supporting proof of address)
2. Gender [(Women = 4, Men = 3)]	4 = (attach certified copies of identity documents)
3. Youth = 1 [18 – 35]	1 = (attach certified copies of identity documents)
4. Race [African = 8, White = 1, Coloured = 1, Indian = 1]	8 = (attach certified copies of identity documents)
5. Disability [Any] = 1	1 = (form of proof / letter / medical report signed and certified by a qualified/registered medical practitioner)
6. Non-compliant contributor	0

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

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

F.3.11	<b>Evaluation of tenders:</b>	<p>General (F.3.11.1)</p> <p>Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tenderevaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.</p> <p>The evaluation procedure consists of three phases:</p> <p>Phase 1: Tenders will be evaluated for responsiveness to the tender requirements. Tenderers who do not comply will be disqualified.</p> <p>Phase 2: Tenderers will be evaluated for functionality/quality. Tenderers whodo not meet the minimum requirements will be eliminated; and</p> <p>Phase 3: Tenderers will be evaluated based on financial proposals and preference. The Tenderers with the highest points scored will be appointed.</p> <p>The procedure for the evaluation of responsive tenders is Method 4: Financialoffer, quality/functionality, and preference. Tenderers must however score a minimum of 60% of the quality/functionality points prior to being evaluated onfinancial offer and preference. Failure to achieve the minimum functionality score will invalidate the tender and the submission will be rejected.</p> <p>Method 1: In the case of a financial offer: (F.3.11.1.1)</p> <ul style="list-style-type: none"> <li>a) Rank tender offers from the most favourable to theleast favourable comparative offer.</li> <li>a) Recommend the highest ranked tenderer for award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ul> <p>Method 2: In the case of a financial offer and preference (F.3.11.1.2)</p> <ul style="list-style-type: none"> <li>a) Score tender evaluation points for each financial offer.</li> <li>a) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.</li> <li>a) Calculate total tender evaluation points (TEV) in accordance with the following formula: <math>TEV = NFO + NP</math></li> </ul>
--------	-------------------------------	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		<p>d) Rank tender offers from the highest number of tenderevaluation points to the lowest.</p> <p>a) Recommend the tenderer with the highestnumber of tender evaluation points for the awardof the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>b) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and theprocess set out in this sub-clause is repeated.</p> <p>Method 3: In the case of financial offer and quality:</p> <p>a) Score each tender in respect of the financial offermade and the quality offered in accordance with the provisions of F.3.11.3 and F.3.11.2, rejectingall tender offers what fail to score the minimum number of evaluation points for quality in thetender data, if any.</p> <p>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:TEV = NFO + NQ</p> <p>Where: NFO is the number of tender  evaluation points awarded  for the financial offer NQ is  the number oftender  evaluation points awarded  for quality/functionality</p> <p>a) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>b) Recommend the tenderer with the highestnumber of tender evaluation points for the awardof the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>c) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and theprocess set out in this sub-clause is repeated.</p>
--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		<p><b>Method 4: In the case of a financial offer, quality/functionality and preference:</b></p> <ul style="list-style-type: none"> <li>a) Score quality/functionality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</li> <li>a) Score tender evaluation points for each financial offer.</li> <li>b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.</li> <li>a) Calculate the tender evaluation points TEV accordance with the following formula: <math>TEV = NFO + NP + NQ</math>  Where: NFO is the number of tender evaluation points awarded for the financial offer  NP is the number of tender evaluation points awarded for preference  NQ is the number of tender evaluation points awarded for quality/functionality</li> <li>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>a) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>b) Rescore and re-rank all tenders should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points during the rescore, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</li> </ul>
--	--	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.13	<b>Acceptance of tender offer:</b>	A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of Clause 44 of the Supply Chain Management Regulations published in terms of the Public Finance Management Act, 2017.
F.3.17	<b>Provide copies of the contract</b>	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

<b>F.4 ADDITIONAL CONDITIONS OF TENDER</b>	
The additional conditions of Tender are:	
F.4.1	<p><b>Compliance with Occupational Health and Safety Act 1993</b></p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the <b>Contractor</b> is required to comply with the Occupational Health and Safety Specification which forms part of this tender document and shall submit but not limited to, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ol style="list-style-type: none"> <li>(1) Management Structure, Site Supervision and Responsible Persons including a succession plan.</li> <li>(2) Contractor's induction training program for Employees, Sub-contractors and Visitors to the Site.</li> <li>(3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.</li> <li>(4) Regular monitoring procedures to be performed.</li> <li>(5) Regular liaison, consultation and review meetings with all parties.</li> <li>(6) Site security, welfare facilities and first aid.</li> <li>(7) Site rules and fire and emergency procedures.</li> <li>(8) COVID 19 Management Plan.</li> </ol>
	<p>Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements.</p> <p>The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in <b>Part C1.4</b> of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



F.4.2	<p><b>Community Liaison Officer</b></p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.</p> <p>The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in <b>Part C3.3.2: Scope of Work</b>.</p>
EPWP	<p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# CIDB STANDARD CONDITIONS OF TENDER

## sSECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015 and Amendments Thereafter.

### TABLE OF CONTENTS

<b>1.</b>	<b>GENERAL</b>	<b>30</b>
1.1.	Actions	32
1.2.	Tender Documents	30
1.3.	Interpretation	30
1.4.	Communication and Employer's agent	31
1.5.	Cancellation and Re-Invitation of Tenders	31
1.6.	Procurement procedures	31
<b>2.</b>	<b>TENDERER'S OBLIGATIONS</b>	<b>33</b>
2.1.	Eligibility	33
1.2.	Cost of tendering	33
1.3.	Check documents	33
1.4.	Confidentiality and copyright of documents	33
1.5.	Reference documents	33
1.6.	Acknowledge addenda	33
1.7.	Clarification meeting	33
1.8.	Seek clarification	34
1.9.	Insurance	34
1.10.	Pricing the tender offer	34
1.11.	Alterations to documents	34
1.12.	Alternative tender offers	34
1.13.	Submitting a tender offer	34
1.14.	Information and data to be completed in all respects	35
1.15.	Closing time	35
1.16.	Tender offer validity	35
1.17.	Clarification of tender offer after submission	36
1.18.	Provide other material	36
1.19.	Inspections, tests and analysis	36
1.20.	Submit securities, bonds, policies, etc.	36
1.21.	Check final draft	36
1.22.	Return of other tender documents	36
1.23.	Certificates	36
<b>3.</b>	<b>THE EMPLOYER'S UNDERTAKINGS</b>	<b>37</b>
3.1.	Respond to requests from the tenderer	37
1.2.	Issue Addenda	37
1.3.	Return late tender offers	37
1.4.	Opening of tender submissions	37

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Contract: BM25/24/25**  
**Part T1: Tendering Procedures**  
**Section T1.2: Tender Data**

---

1.5.	Two-envelope system	37
1.6.	Non-disclosure	38
1.7.	Grounds for rejection and disqualification	38
1.8.	Test for responsiveness	38
1.9.	Arithmetical errors, omissions and discrepancies	38
1.10.	Clarification of a tender offer	39
1.11.	Evaluation of tender offers	39

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## 1. GENERAL

### 1.1. Actions

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

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

**Note:**

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

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

### 1.1. Tender Documents

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

### 1.2. Interpretation

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

#### 1.4. Communication and Employer's Agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications 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.

#### 1.5. Cancellation and Re-Invitation of Tenders

**F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

**F.1.5.2** The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### 1.6. Procurement procedures

##### F.1.6.1 General

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**F.1.6.2 Competitive negotiation procedure**

- F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission.

The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## **2. TENDERER'S OBLIGATIONS**

### **2.1. Eligibility**

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

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

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

**F2.2.1** Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **2.3. Check documents**

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

### **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.

### **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.

### **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.

### **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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## **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.

## **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.

## **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), 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.

## **2.11. Alterations to documents**

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

## **2.12. Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**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.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

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

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

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

**F.2.13.8** Accept that the Employer 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.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

## **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.

## **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. Accept that proof of posting shall not be accepted as proof of delivery.

**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.

## **2.16. Tender offer validity**

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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

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

## **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.

## **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.

## **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.

## **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.

## **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.

## **2.23. Certificates**

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

#### **3.1. Respond to requests from the tenderer**

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

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

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

#### **1.2. 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 three 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.

#### **1.3. 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.

#### **1.4. Opening of tender submissions**

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

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

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

#### **1.5. Two-envelope system**

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

### **1.6. Non-disclosure**

Not disclosed 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.

### **1.7. 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.

### **1.8. Test for responsiveness**

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

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

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

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

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

### **1.9. Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
- c) Where there is an obvious 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.
- d) 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. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **1.10. 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.

### **1.11. 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 them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Price and Preference**

In the case of price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

#### **F.3.11.3 Method 2: Functionality, Price and Preference**

In case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data
- 2) Tender must be regarded as acceptable if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below

## 1. GENERAL CONDITIONS

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

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

1.2. 1.2.

- a) The value of this bid is estimated is not expected to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3. Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goal of Contributor.

Preferential Elements	20 Points
Historical Disadvantage Individual - Contributor	Number of Points (80/20 system)
1. Locality = [(Capricorn District = 6, Limpopo = 4 / Out site = 1)]	6 = (attach certified proof of address in the form of municipal statement account of services). If residing in rural area please attached a tradition authority with an affidavit supporting proof of address)
2. Gender [(Women = 4, Men = 3)]	4 = (attach certified copies of identity documents)
3. Youth = 1 [18 – 35]	1 = (attach certified copies of identity documents)
4. Race [African = 8, White = 1, Coloured = 1, Indian = 1]	8 = (attach certified copies of identity documents)
5. Disability [Any] = 1	1 = (form of proof / letter / medical report signed and certified by a qualified/registered medical practitioner)
6. Non-compliant contributor	0

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOAL OF CONTRIBUTOR</b>	20
<b>Total points for Price and Specific Goal must not exceed</b>	<b>100</b>

1.5. Failure on the part of a bidder to submit proof of Specific Goal of contributor together with the bid, will be interpreted to mean that preference points for Specific Goal of contribution are not claimed.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

## 2 DEFINITIONS

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

## 3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender.	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole proprietor
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorized 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*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

2.  
3.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART T2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE MUNICIPALITY WILL NOT CONSIDER THIS TENDER.

Clause referred to in Standard Conditions of Tender	Document
F.2.1	<p>Tenderers must provide their CRS Numbers of the registered Contractor aswell JV Partner*. CRS numbers of Tenderers or JV partners needs to be filled in below:</p> <p><b>NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e. the Lead partner and Joint Venture partner/s:</b></p> <p><b><u>Tenderer/Leading JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b>*NB:</b> Recent printout from the CIDB website indicating the CRS number will also be accepted.</p>
F.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.10	Form of offer must be completed and signed by a duly authorised person.
F.2.11	<p>Tampering with or taking apart the bound document is strictly prohibited. <b>All additional documentation must be stapled into the tender document or attached in a separate file."</b></p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p>

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

	<p>“In the event of mistakes having been made on tender <b>document</b> it must be crossed out in ink and be accompanied by an initial at each and every price alteration.</p>
F.2.13.4	<p>Letter of authorization to sign the Form of Offer and where required tender document (See Form D).</p>
“2.28”	<p>Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) 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 <a href="http://www.sars.gov.za">www.sars.gov.za</a>. Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / PIN / CSD number. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THE TENDERER ARE ENCOURAGED TO REGISTER AND SUBMIT THE FOLLOWING NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) DETAILS WITH THIS TENDER.**

<b>Document</b>	
<p>Tenderers shall provide their <b>CSD Supplier Number (Master Registration Number)</b> and <b>Tax CompliancePIN Number</b> in the space provided below:</p> <p><b>NB: In cases where a bidder intends to form a Joint Venture, the CSD Supplier Number (Master Registration Number) and Tax Compliance PIN shall also be provided in the space provided below, i.e. the lead partner and Joint Venture partner/s.</b></p> <p>If any sub-contractors are proposed their CSD Supplier Number (Master Registration Number) and TaxCompliance PIN numbers shall be provided in Form A.</p> <p><b>If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.</b></p>	<p><b><u>Tenderer/Leading JV Partner</u></b></p>  <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <p>Name of Company:</p> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <p>CSD Supplier Number:</p> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <p>Unique Registration Reference Number:</p> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <p><b><u>JV Partner</u></b></p>  <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <p>Name of Company:</p> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <p>CSD Supplier Number:</p> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <p>Unique Registration Reference Number:</p> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 10px;"></div> <p><b><u>JV Partner</u></b></p> <p>Name of Company: CSD</p> <p>Supplier Number:</p> <p>Unique Registration Reference Number:</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

\*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database

**SECTION T 2.2.2: FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS**

**SECTION T2.2.3: FORM C: AUTHORITY OF SIGNATORY**

**SECTION T2.2.4: FORM D STATUS OF CONCERN SUBMITTING TENDER**

**SECTION T2.2.5: FORM E: INVITATION TO BID**

**SECTION T2.2.6: FORM F: PRICING SCHEDULE – FIRM PRICES**

**SECTION T2.2.7: FORM G: PRICING SCHEDULE – NON-FIRM PRICES**

**SECTION T2.2.8: FORM H: DECLARATION OF INTEREST**

**SECTION T2.2.9: FORM I: DECLARATION FOR PROCUREMENT ABOVE R10      MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

**SECTION T2.2.10: FORM J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE  
PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**SECTION T2.2.12: FORM L: PURCHASE OF GOODS/WORKS**

**SECTION T2.2.13: FORM M: RENDERING OF SERVICES**

**SECTION T2.2.14: FORM N: SALE OF GOODS/WORKS**

**SECTION T2.2.15: FORM O: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES.**

**SECTION T2.2.16: FORM P: CERTIFICATE OF INDEPENDENT BID  
DETERMINATION.**

**SECTION T2.2.17: FORM Q: SCHEDULE OF PLANT AND EQUIPMENT**

**SECTION T2.2.18: FORM R: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

**SECTION T2.2.19: FORM S: CERTIFICATE OF TENDERER'S VISIT TO THE SITE**

**SECTION T2.2.20: FORM T: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF**

**SECTION T2.2.21: FORM U: QUALITY MANAGEMENT SYSTEMS**

**SECTION T2.2.22: FORM V: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

**SECTION T2.2.23: FORM W: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN**

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

**SECTION T2.2.24: FORM X: PRELIMINARY PROGRAMME**

**SECTION T2.2.25 FORM Y: ESTIMATED MONTHLY EXPENDITURE**

**SECTION T2.2.26 FORM Z: ALTERATIONS BY TENDERER**

**SECTION T2.2.27: FORM AA: DECLARATION CERTIFICATE FOR LOCAL LABOUR  
PARTICIPATION**

**SECTION T2.2.28 FORM AB: TENDERERS PERFORMANCE EVALUATION FORM**

**SECTION T2.2.29 FORM AC: COMPULSORY ENTERPRISE QUESTIONNAIRE**

**SECTION T2.2.23: FORM W: CENTRAL SUPPLIER DATABASE (CSD)    REGISTRATION  
PRINT OUT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>SECTION T 2.2.2: FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
---

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

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

**Attach additional pages if more space is required.**

Signature of person authorised to sign the tender:

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### SECTION T2.2.3: FORM C: AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATION'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

## MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000*, *MR A.F JONES*

has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)

IN HIS CAPACITY AS: Managing Director

DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

1. ....

2. ....

Please note that the tenderer has to sign this page as a declaration that he/she took notice of the Authority for Signatory Form example (above). This example must be re-typed on the Tenderer's letter head, signed, and submitted with the tender.

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>SECTION T2.2.4: FORM D STATUS OF CONCERN SUBMITTING TENDER</b>
---

**1. GENERAL**

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.(Make an X in the appropriate space below)

Company	<input type="checkbox"/>	Closed Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>
One-man concern	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>		

**2. INFORMATION TO BE PROVIDED**

(Block letters)

**2.1 If the tenderer is a Company:**

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

**2.2 If the tenderer is a Closed Corporation:**

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

**2.3 If the tenderer is a Partnership:**

List the partners.

**2.4 If the tenderer is a One-man concern:**

Provide the full name and ID number of the person.

**2.5 If the tenderer is a Joint Venture:**

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

**3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)**

Yes ☐ / No ☐ Registration nr.:

Signature of person authorised to sign the tender:Date:

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

**BID NO: BM25/24/25**  
**Part T2: Returnable Documents**  
**Section T2.2: Returnable Documents**

**SECTION T2.2.5: FORM E: INVITATION TO BID**

**MBD 1**

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BM25/24/25	CLOSING DATE:	17 <sup>TH</sup> MARCH 2025	CLOSING TIME:	11H00 AM
DESCRIPTION	CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS (AVON)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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


**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELL PHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**BID NO: BM25/24/25**

**Part T2: Returnable Documents**

**Section T2.2: Returnable Documents**

---

<b>A. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>B. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>C. TOTAL NUMBER OF ITEMS OFFERED</b>		<b>D. TOTAL BID PRICE</b>	R
<b>E. SIGNATURE OF BIDDER</b>	.....	<b>F. DATE</b>	
<b>G. CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Budget and Treasury	DEPARTMENT	Morula Consulting Engineers
CONTACT PERSON	Ms. Maditlou Monyemangena	CONTACT PERSON	Mr. Tsanwani S
TELEPHONE NUMBER	015 505 7100	TELEPHONE NUMBER	Tel: (015) 291 1161
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:monyemangenam@blouberg.gov.za">monyemangenam@blouberg.gov.za</a> / <a href="mailto:maditlou@gmail.com">maditlou@gmail.com</a>	E-MAIL ADDRESS	<a href="mailto:shoegra@morulaconsulting.co.za">shoegra@morulaconsulting.co.za</a>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p><b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**BID NO: BM25/24/25**  
**Part T2: Returnable Documents**  
**Section T2.2: Returnable Documents**

---

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**  
**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.2.6: FORM F: PRICING SCHEDULE – FIRM PRICES**

**MBD 3.1**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder	Bid Number BM25/24/25
Closing Time : 11H00 AM	Closing Date 17 <sup>TH</sup> MARCH 2025

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**BID NO: BM25/24/25**  
**Part T2: Returnable Documents**  
**Section T2.2: Returnable Documents**

---

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

\*Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.2.7: FORM G: PRICING SCHEDULE – NON-FIRM PRICES**

**MBD 3.2**

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number : BM25/24/25
Closing Time 11H00 AM	Closing Date : 17 <sup>TH</sup> MARCH 2025

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

\*\*\*" all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurancefund contributions and skills development levies.

\*Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D 2.	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**MBD 3.2**

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.2.8: FORM H: DECLARATION OF INTEREST**

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BID NO: BM25/24/25**  
**Part T2: Returnable Documents**  
**Section T2.2: Returnable Documents**

---

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (ActNo.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.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....

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

3.11.1 If yes, furnish particulars

.....  
 .....

**1.**

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

3.12.1 If yes, furnish particulars.

.....  
 .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

3.13.1 If yes, furnish particulars.  
.....  
.....

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

3.14.1 If yes, furnish particulars:  
.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.2.9: FORM I: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

**MBD 5**

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

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?

.....

.....  
 .....

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.

.....  
 .....

\* Delete if not applicable

.....  
 .....

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.

**\*YES/ NO**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 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?

- 4.1 If yes, furnish particulars

**\*YES / NO**

.....  
.....

5. 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**

- 5.1 If yes, furnish particulars

.....  
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATION**

I, THE UNDERSIGNED (NAME .....

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

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

.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.2.10: FORM J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

MBD 6.1

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

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

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES**

**APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 Applicable Preference Point System**

- a) The applicable preference point system for this quotation is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for: (a) Price; and  
(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

## **2. DEFINITIONS**

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

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

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

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

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

**80/20 or 90/10**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

- Ps

=

Points scored for price of tender under consideration
- Pt

=

Price of tender under consideration
- Pmax

=

Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2.

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

(a)

an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b)

any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Preferential Elements	20 Points	Point(s) Claimed
<b>Historical Disadvantage Individual - Contributor</b>	<b>Number of Points (80/20 system)</b>	
1. Locality = [(Capricorn District = 6, Limpopo = 4 / Out site = 1)]	6 = (attach certified proof of address in the form of municipal statement account of services). If residing in rural area please attached a tradition authority with an affidavit supporting proof of address)	
2. Gender [(Women = 4, Men = 3)]	4 = (attach certified copies of identity documents)	
3. Youth = 1 = [18 – 35]	1 = (attach certified copies of identity documents)	
4. Race [African = 8, White = 1, Coloured = 1, Indian = 1]	8 = (attach certified copies of identity documents)	
5. Disability [Any] = 1	1 = (form of proof / letter / medical report signed and certified by a qualified/registered medical practitioner)	
6. Non-compliant contributor	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole proprietor
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company

[Tick applicable box]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (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.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.2.12: FORM L: PURCHASE OF GOODS/WORKS**

MBD 7.1

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

.....

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## CONTRACT FORM - PURCHASE OF GOODS/SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the supply of goods/services  
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the  
contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

Part T3. TEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	2. BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

.....

.....

DATE .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.2.13: FORM M: RENDERING OF SERVICES**

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number ..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

.....

.....

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

4. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of  
services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract,  
within 30 (thirty) days after receipt of an invoice.

Part T4. DESCRIPTION OF Part T5. SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

.....

.....

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.2.14: FORM N: SALE OF GOODS/WORKS**

MBD 7.3

**CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS<sup>1</sup>**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE LESSOR/ SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE LESSOR/ SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

13. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution) .....in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated andcalculated from the closing time of bid.
14. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (vii) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that theprice(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations willbe at my own risk.
16. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolvingon me under this agreement as the principal liable for the due fulfillment of this contract.
17. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

<sup>1</sup>

“Tender for income-generating contracts” has the same meaning as defined in the Preferential Procurement Regulations, 2022.

<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

19. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

.....

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

### PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

7. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the leasing of  
property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
8. I undertake to make the leased property/ goods/services available in accordance with the terms and conditions of  
the contract.

Part T6. TEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

.....

.....

DATE .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.2.15: FORM O: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.**

MBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2



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 (No12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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**

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

<b>SECTION T2.2.16: FORM P: CERTIFICATE OF INDEPENDENT BID DETERMINATION.</b>
---

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**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

<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Contractor	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Employer	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2
---	--	--	---	--	--

**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**MBD 9**

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### SECTION T2.2.17: FORM Q: 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.

**Proof of ownership to be submitted with tender.**

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.

**A signed letter from plant Hire Company confirming availability to the service provider for this particular contract and the ownership documents from the hiring company.**

Quantity	Description, size, capacity, etc.

**NB: ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.**

Signature of person authorised to sign the tender: Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.2.18: FORM R: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

Tenderers are required to demonstrate relevant past experience and competency and attach completion certificate. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last five (5) years.

**Note: Please attach appointment letters and signed completion certificate issued by the client as proof for having completed such project with the value exceeding R 4 500 000.00.**

**If the service provider is sub contracted the main contractor's appointment letter and completion certificate should be attached, together with the appointment letter of the subcontractor and completion certificate of the work done by the subcontractor**

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work	Value Of Work	Year Completed
<b>Successful completion of relevant similar experience on Roads and Stormwater</b>				

Signature of person authorised to sign the tender:Date:

Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2



## SECTION T2.2.19: FORM S: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that I,

Representative of (Tenderer)Of

(address)

Telephone No:

Fax No:

Visited and carefully examined the Site on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

In the company of (Engineer's representative)

Signature (Tenderer's Representative)

Signature (Engineer's Representative)

11/11/2019

Contractor

\_\_\_\_\_

Witness 1

11

Witness 2

7

Employer

10

Witness 1

11

Witness 2

<b>SECTION T2.2.20: FORM T: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF</b>
---

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise the Contract. **Please attach CV and certified copy of qualification of the proposed key personnel. The Tenderer shall also include an organogram of the project team and the company structure. In the absence of an organogram Form L will take precedence, In the absence of both no points will be allocated for the bidder.**

The Tenderer shall ensure that, the years of experience indicated on the forms below correlates with the ones indicated on the CV's of the proposed individual, should there be discrepancies the year's indicated on the CV will take precedence

**In case of foreign qualification SAQA certificate of evaluation for the qualifications must be attached. It must have the name of the qualification, awarding body and recommended recognition. No score will be allocated if minimum qualifications are not met.**

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1. Position	Contract Manager
Name	
Indicate Qualifications (minimum of <b>NQF level 7</b> ) <b>Civil Engineering or Project Management degree or B-tech or Higher, NQF 7 Labour Intensive registered with ECSA or SACPCMP</b>	
Indicate Years of Experience <b>as a Professional Construction Manager (Pr.CM)</b>	
ECSA or SACPCMP Registration	
List of Projects Worked on As a Contract Manger.	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. Position	Site Agent/ Construction Manager (Construction Regulation 2014 Regulation 8(1))
Name	
Indicate Qualifications (minimum of <b>NQF level 6</b> ) <b>Civil engineering Diploma or Higher</b>	
Indicate Years of Experience	
Professional Registration if any	
<p>List of Projects Worked on As a Construction Manager</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BID NO: BM25/24/25**  
**Part T2: Returnable Documents**  
**Section T2.2: Returnable Documents**

3. Position	Construction Health and Safety Officer (Construction Regulation 2014 Regulation 8(5))
Name	
Indicate Qualification minimum of <b>NQF level 6</b>	
Indicate Years of Experience <b>as Construction Health and Safety Officer</b>	
SACPCMP Registration	
<p>List of Projects Worked on As a Construction Health and Safety Officer</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4. Position	Construction Supervisor ((Construction Regulation 2014 Regulation 8(7))
Name	
Indicate Qualification minimum of <b>NQF level 4</b> N6 Certificate: Civil or Matric with relevant experience	
Indicate Years of Experience <b>as Construction Supervisor</b>	
Professional Registration if any	
<p>List of Projects Worked on As a Construction Health and Safety Officer</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature of person authorised to sign the tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>SECTION T2.2.21: FORM U: QUALITY MANAGEMENT SYSTEMS</b>
--

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	<b>Name of responsible Company /or Person (In case of Person give years' experience and qualification)</b>
Survey (Setting-Out and levelling)	
Earthworks	
Testing laboratory	
Pipe laying and pressure pipeline testing	
Concrete reservoir Works	
Steelworks	
Water treatment package works	
Electrical installation and controls at R1 pump house	
Traffic Accommodation (Motorised and Non-motorised)	

Signature of person authorised to sign the tender:Date:

.....

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



<b>SECTION T2.2.22: FORM V: COMPLIANCE WITH OHSA (ACT 85 OF 1993)</b>
---

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

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes ☐ / No ☐
2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – FormR)  
(Provide a copy of the person/s curriculum vitae/s or company profile). Yes ☐ / No ☐
3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? Yes ☐ / No ☐
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? Yes ☐ / No ☐
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? Yes ☐ / No ☐
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?  
If yes, please explain his duties and provide a copy of his CV. Yes ☐ / No ☐
7. Does the Contractor have trained first aid employees? If yes, indicate who. Yes ☐ / No ☐
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes ☐ / No ☐

Signature of person authorised to sign the tender:

Date:

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.2.23: FORM W: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN**

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

**Alternatively**, the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

**If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.**

**Tenderer/Leading JV Partner**

Name of Company:

CSD Supplier Number: (Master  
Registration Number)

Tax Compliance PIN number:

**JV Partner 1**

Name of Company:

CSD Supplier Number: (Master  
Registration Number)

Tax Compliance PIN number:

**JV Partner 2**

Name of Company:

CSD Supplier Number: (Master  
Registration Number)

Tax Compliance PIN number:

**\*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>SECTION T2.2.24: FORM X: PRELIMINARY PROGRAMME</b>
---

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.

**Note:** The programme must be done with Microsoft projects or similar programmes and be based on the completion time as specified in the Contract Data. The programme must be typed, not handwritten.

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Should the Tenderer desire to have any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings considered, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder.

[illegible]

Date: .....

10

Witness 2

<b>SECTION T2.2.27: FORM AA: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION</b>
---

## 1. Definitions

### 1.1. Targeted Labour

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

### 1.2. Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

### 1.3. Target Area

For this project, the target area includes all villages surrounding and are in use of the **Avon Village**.

### 1.4. Labour Maximisation

Labour maximisation shall contribute a minimum of 5%.

## 2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

## 3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

## 4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D - D_0)}{100} \times N_A$$

Where  $D$  = tendered Contract Participation Goal percentage.

--	--	--	--	--	--

Contractor

--	--	--	--	--	--

Witness 1

--	--	--	--	--	--

Witness 2

--	--	--	--	--	--

Employer

--	--	--	--	--	--

Witness 1

--	--	--	--	--	--

Witness 2

D<sub>0</sub> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

N<sub>A</sub> = Net Amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

**Tender Contract Participation Goal in respect of targeted labour**

I/We hereby tender a Contract Participation Goal of ..... % in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor, confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:

**5. Supporting Targeted Labour (CPG) calculation**

TYPE OF TARGETED LABOUR	TOTAL ESTIMATED WORKING HOURS	RATE	TOTAL ESTIMATED WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		<b>Total</b>	

\*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION T2.2.28 FORM AB: TENDERERS PERFORMANCE EVALUATION FORM**  
**Report on Contractor's Competence & Performance on similar project for tender Recommendation purpose**

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. **Bidders should make a copy of this page, if they have more than 1 project to attach.**

**If the form is not completed no recommendations for the contractor will be made on competency and performance.**

**PROJECT PERFORMANCE EVALUATION FORM**

Project Name of Tenderer: \_\_\_\_\_

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_

Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the above mentioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Poor	Average	Good	Very Good	Excellent
1. Project performance/ time management/ programming					
2. Quality of Workmanship					
3. Resources Personnel					
4. Resources Plant					
5. Financial management/ payment of subcontractors/ cash flows etc					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



**BID NO: BM25/24/25**  
**Part T2: Returnable Documents**  
**Section T2.2: Returnable Documents**

---

D. My contact details are:

Telephone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus, signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of principal agent/Employer (Client)/Employer's Agent

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION T2.2.29 FORM AC: COMPULSORY ENTERPRISE QUESTIONNAIRE**

<b>Annex L</b> (normative) <b>Compulsory Enterprise questionnaire</b>		
<p>The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.</p>		
<p><b>Section 1: Name of enterprise:</b> .....</p>		
<p><b>Section 2: VAT registration number, if any:</b> .....</p>		
<p><b>Section 3: CIDB registration number, if any:</b> .....</p>		
<p><b>Section 4: Particulars of sole proprietors and partners in partnerships</b></p>		
<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>
<p>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</p>		
<p><b>Section 5: Particulars of companies and close corporations</b></p> <p>Company registration number .....</p> <p>Close corporation number .....</p> <p>Tax reference number .....</p>		
<p><b>Section 6: The attached MBD4 must be completed for each tender and be attached as a tender requirement.</b></p>		
<p><b>Section 7: The attached MBD 6 must be completed for each tender and be attached as a requirement.</b></p>		
<p><b>Section 8: The attached MBD8 must be completed for each tender and be attached as a requirement.</b></p>		
<p><b>Section 9: The attached MBD9 must be completed for each tender and be attached as a requirement.</b></p>		
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <p>i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Service that my / our tax matters are in order;</p> <p>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;</p>		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signed

Date .....

Name

Position .....

Enterprise Name .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

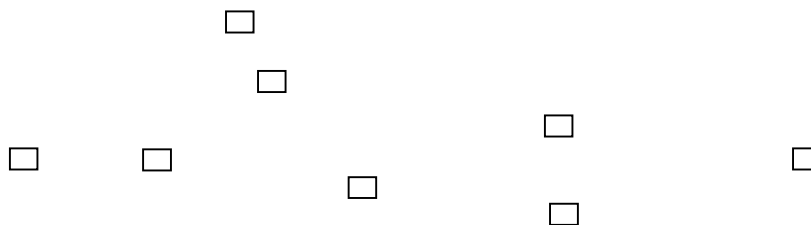
**SECTION T2.2.23: FORM W: CENTRAL SUPPLIER DATABASE (CSD)  
REGISTRATION PRINT OUT**

The tenderer must submit a print out of proof of registration with the Central Supplier Database (CSD) (**notolder than 5 days prior bid closure**) certificate together with the Bid.

The proof of registration may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the document is not included in the document, the tender will be regarded as being NON-RESPONSIVE.

1. both true and correct.



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

SECTION C1

THE CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BID NO.:BM25/24/25  
CIDB GRADING: 4CE or Higher

## CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS-AVON

### C. AGREEMENTS AND CONTRACT DATA

#### Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety

#### Part C2: Pricing Data

- C2.1 Pricing Instructions

#### Part C3: Scope of Work

- C3.1 Scope of Work

#### Part C4: Site Information

- C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**BID NO.:BM25/24/25**  
**CIDB GRADING: 4CE or Higher**

## **CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS-AVON**

### **C1 AGREEMENTS AND CONTRACT DATA**

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

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety

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



## C1.1 FORM OF OFFER AND ACCEPTANCE

### FORM OF OFFER AND ACCEPTANCE (AGREEMENT) OFFER

#### CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS-AVON

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

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

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

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

---

Rand (in words);

(in figures),

---

*(Should there be a discrepancy between the amount in figures and the amount in words then the amount in figures shall govern.)*

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

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

#### FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

---

Contractor

---

Witness 1

---

Witness 2

---

Employer

---

Witness 1

---

Witness 2

Name and SignatureOf  
Witness

Date .....

## **CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS-AVON**

### **ACCEPTANCE**

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

The terms of the contract, are contained in Section 1.1  
(which includes this Agreement)Section 1.2  
(which includes this Agreement)

Section 2 Form of Bid

And drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 above.

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE EMPLOYER:

Signature(s)		
Name(s)		
Capacity		
	(Name and address of organization)	
Name and SignatureOf Witness		
Date		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS-AVON

### SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**5 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**6 Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this 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 bid documents and the receipt by the Bidder of a completed signed copy

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

**Contract: BM25/24/25**  
**Part 2: Contract Data**  
**Section C: Agreement and contract data**

---

of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS- AVON**  
**FOR THE TENDERER:**

Signature(s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of organization)  
Name and SignatureOf  
Witness \_\_\_\_\_  
Date \_\_\_\_\_

**FOR THE EMPLOYER:**

Signature(s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of organization)  
Name and SignatureOf  
Witness \_\_\_\_\_  
Date \_\_\_\_\_

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## C1.2 CONTRACT DATA

### A. GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works *General Conditions of Contract (GCC 2015, 3<sup>rd</sup> Edition*)

Documents can be ordered from SAICE who can be contacted through their website [www.saice.org.za](http://www.saice.org.za). Physical address: SAICE House, Block 9, Thorn hill Office Park, Bekker Street, Midrand, Johannesburg. Telephone number: (011) 805 5947.

funder "Special Conditions of Contract".

### B. SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract 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 subclause 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.

### AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

#### DATA PROVIDED BY THE EMPLOYER

Clause	Data
	<b>Definitions</b> The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:
<b>SCC 1.1.15</b>	Amend the definition of "Commencement Date" to read as follows: "Commencement Date" means the date on which the Contractor is given right of access to the site or such other date as specified in the letter of acceptance or in the written notice to the Contractor in terms of Clause 5.3 and Clause 5.4 of the GCC 2015.
<b>SCC 1.1.1.13</b>	The Defects Liability Period for the works is <b>Twelve (12) months</b> from the date of the Certificate of Completion.
<b>SCC 1.1.1.14</b>	The Overall Works shall be completed within <b>4 Months</b> from the commencement date.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data																																																
<b>SCC 1.1.1.15</b> <b>1.2.1.2</b>	The Name of the Employer is <b>BLOUBERG MUNICIPALITY</b> The address of the Employer is: <b>BLOUBERG MUNICIPALITY</b> Head Office, Second Building, Mogwadi/Senwabarwana Road P.O Box 1593 Senwabarwana 0790																																																
<b>1.1.1.16</b> <b>1.1.1.17</b> <b>1.2.1.2</b>	The Name of the Employer’s Agent is <b>Morula Consulting Engineers</b> The Name of the Employer’s Representative is <b>Mr. Tsanwani H O</b> The address of the Engineer is: 54 A Dorp Street, Polokwane, 0700 Telephone: (015) 291 1161																																																
<b>SCC 1.1.1.26</b> <b>1.1.1.27</b>	The Pricing Strategy is a Re-measurement Contract																																																
3.3.1	<p>The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table><tr><th>GCC Clause No</th><th>Description</th><th>RequiresEAWA*</th><th>Delegated to ER*</th></tr><tr><td>3.3.1</td><td>Employers Agent’s Representative appointment and termination</td><td>Y</td><td></td></tr><tr><td>3.3.4</td><td>Employers Agent’s Representative acting onEngineer's behalf</td><td>Y</td><td></td></tr><tr><td>4.5.4</td><td>Payment for notices and fees</td><td>Y</td><td></td></tr><tr><td>4.7.1</td><td>Fossils, etc. on Site</td><td>Y</td><td></td></tr><tr><td>5.7.2</td><td>Work at night</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Acceleration of rate of progress</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Payment for acceleration</td><td>Y</td><td></td></tr><tr><td>5.9.1</td><td>Instructions and drawings on Commencement Date</td><td></td><td>Y</td></tr><tr><td>5.11.1</td><td>Suspension of the Works</td><td></td><td>Y</td></tr><tr><td>5.11.3</td><td>Proceeding with Works after suspension</td><td>Y</td><td></td></tr><tr><td>5.12.4</td><td>Acceleration instead of extension of time</td><td>Y</td><td></td></tr></table>	GCC Clause No	Description	RequiresEAWA*	Delegated to ER*	3.3.1	Employers Agent’s Representative appointment and termination	Y		3.3.4	Employers Agent’s Representative acting onEngineer's behalf	Y		4.5.4	Payment for notices and fees	Y		4.7.1	Fossils, etc. on Site	Y		5.7.2	Work at night	Y		5.7.3	Acceleration of rate of progress	Y		5.7.3	Payment for acceleration	Y		5.9.1	Instructions and drawings on Commencement Date		Y	5.11.1	Suspension of the Works		Y	5.11.3	Proceeding with Works after suspension	Y		5.12.4	Acceleration instead of extension of time	Y	
GCC Clause No	Description	RequiresEAWA*	Delegated to ER*																																														
3.3.1	Employers Agent’s Representative appointment and termination	Y																																															
3.3.4	Employers Agent’s Representative acting onEngineer's behalf	Y																																															
4.5.4	Payment for notices and fees	Y																																															
4.7.1	Fossils, etc. on Site	Y																																															
5.7.2	Work at night	Y																																															
5.7.3	Acceleration of rate of progress	Y																																															
5.7.3	Payment for acceleration	Y																																															
5.9.1	Instructions and drawings on Commencement Date		Y																																														
5.11.1	Suspension of the Works		Y																																														
5.11.3	Proceeding with Works after suspension	Y																																															
5.12.4	Acceleration instead of extension of time	Y																																															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data			
	5.13.2	Reduction in penalty		Y
	6.3.1	Variation orders	Y	
	6.3.2.1	Confirmation of a VariationOrder	Y	
	6.4.1.4	Day works as a Variation Order	Y	
	6.5.2	Materials for day works	Y	
	6.8.2	Contract Price Adjustment to apply	Y	
	6.8.3	Price adjustment for special material	Y	
	6.8.4	Costs due to changes in legislation	Y	
	6.11.1	Variations exceeding 20%		Y
	8.2.2.2	Damage due to excepted risks		Y
	10.1.5	Consultation on Contractor's claim	Y	Y
	10.1.5	Ruling on Contractor's claim	Y	N
	<p><b>*The following abbreviations apply:</b></p> <p><b>EAR Employers Agent's Representative</b></p> <p><b>EAWA Employers Agent's Written Action</b></p> <p><b>ER Engineer's Representative</b></p> <p><b>N No</b></p> <p><b>NA Not Applicable</b></p> <p><b>Y Yes</b></p>			
<b>SCC 4.1.2</b>	<p><b>Add the following:</b></p> <p>"When completed, the parts of the works designed by the Contractor, to the extent specified in the Contract, shall be fit for the purposes for which the Works are intended"</p>			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Data
<b>SCC 4.4.1</b>	<p><b>Add the following:</b></p> <p>The Contractor is to submit to the Employer's Agent in writing a request for appointment of a sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:</p> <ul style="list-style-type: none"> <li>• Previous experience</li> <li>• Work which will be sub-contracted to him/her</li> </ul> <p>Before the Employer's Agent in terms of Clause 6.10 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction works (2015, 3<sup>rd</sup> Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:</p> <ul style="list-style-type: none"> <li>• Informs the Employer's Agent in writing that he has reasonable cause for withholding or refusing such payment; and</li> <li>• Submits to the Employer's Agent reasonable proof that he has so informed such sub-contractor in writing.</li> </ul>
<b>SCC 4.5.4</b>	<p>Add the following paragraph at the end of Clause 4.5.4:</p> <p>The fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5.1 shall not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Schedule of Quantities.</p>
<b>SCC 4.11.1</b>	<p>Add the following paragraphs after the last paragraph of Sub-Clause 4.11.1:</p> <p>The Employer may in respect of certain categories of work, prescribe minimum employment conditions applicable to the employees of the Contractor and the Contractor shall comply therewith for the duration of the Contract.</p> <p>On the request of the Engineer the Contractor shall provide proof that he complies in all respects with the said conditions.</p>
<b>SCC 4.9.1</b>	<p><b>Add the following:</b></p> <p>"All equipment and plant on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards. Should any equipment or plant, in the opinion of the Employer's Agent, be substandard or break down frequently to such an extent that it affects the progress on the project, the Employer's Agent may instruct the Contractor to replace such equipment or plant."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
<b>SCC 5.3.1</b>	<b>Add the following to 5.3.1:</b> The documentation required before Commencement of the Works are: <ul style="list-style-type: none"> <li>• Health &amp; Safety Plan (Refer to Cl. 4.3)</li> <li>• Initial Program (Refer to Cl. 5.6)</li> <li>• Security (Deed of Guarantee) (refer to Cl. 6.2)</li> <li>• Insurances (Refer to Cl. 8.6)</li> <li>• Organogram and CVs which conforms to the tendered specifications</li> </ul>
<b>SCC 5.3.1</b>	<b>Add the following:</b> Commencement of the Works shall be within <b>14</b> days from the Site Hand-Over Date on condition that the construction permit is in place. In the event of delays due to issuance of construction permit after the site handover has been done, the commencement of works shall be immediately after the construction permit has been issued on condition that other contractual requirements have been met.
<b>SCC 5.3.3</b>	<b>Add the following:</b> The time to submit the documentation required before Commencement of the Works execution is <b>07</b> days
<b>SCC 5.4.1</b>	<b>Add the following:</b> The Commencement Date shall be the date the contractor is given possession of site.
<b>SCC 5.8.1</b>	<b>Add the following:</b> The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on 15 December 2024 and ends on 9 January 2025.
<b>SCC 5.9.1</b>	Add the following after the end of the first paragraph of Clause 5.9.1:  "Three sets of paper prints of all drawings, one copy of this document plus a copy of the signed Contract  document shall be issued free of charge to the Contractor. The Contractor shall pay at the cost of reproduction for any additional copies as he shall reasonably require.  All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer on completion of the Contract".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data																																										
SCC 5.9.7	<p>Insert the word “timeously” after the words “he shall” in the second line.</p> <p>Add the following after the first paragraph: “He shall allow a reasonable time for the Engineer to check the drawings submitted for approval. The Contractor shall not be entitled to make a claim for delays caused as a result of his drawings not being submittedtimeously or as a result of his drawings not being approved by the Engineer due to shortcomings in the drawings or details submitted by the Contractor.”</p>																																										
SCC 5.12	<p><b>Add the following:</b></p> <p>"Normal rainfall is not regarded as 'abnormal climatic conditions' which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and program. Extension of time for abnormal rainfall shall be considered as set out in the Project Specification.”</p> <p><b>RAINFALL RECORDS FOR PERIOD: RAINFALL STATION:</b></p> <table><tr><th>MONTH</th><th>AVERAGE PRECIPITATION (mm)</th><th>DAYS</th></tr><tr><td>January</td><td>43</td><td>10</td></tr><tr><td>February</td><td>27</td><td>8</td></tr><tr><td>March</td><td>25</td><td>8</td></tr><tr><td>April</td><td>10</td><td>4</td></tr><tr><td>May</td><td>3</td><td>1</td></tr><tr><td>June</td><td>2</td><td>1</td></tr><tr><td>July</td><td>1</td><td>0</td></tr><tr><td>August</td><td>1</td><td>0</td></tr><tr><td>September</td><td>4</td><td>2</td></tr><tr><td>October</td><td>15</td><td>5</td></tr><tr><td>November</td><td>38</td><td>9</td></tr><tr><td>December</td><td>46</td><td>12</td></tr><tr><td><b>Year</b></td><td><b>215</b></td><td><b>60</b></td></tr></table> <p>Add the following paragraphs to sub-clause 5.12.2.4:</p> <p>"Labour disruptions on a regional or national level due to political unrest, organized mass action or related incidents shall be considered to be beyond the Contractor's control.</p> <p>Any strike within the confines of the Contractor's company and/or this project only, shallbe deemed to be within the Contractor's control.</p> <p>Any additional statutory holidays proclaimed after the closing date of Tenders over and</p>	MONTH	AVERAGE PRECIPITATION (mm)	DAYS	January	43	10	February	27	8	March	25	8	April	10	4	May	3	1	June	2	1	July	1	0	August	1	0	September	4	2	October	15	5	November	38	9	December	46	12	<b>Year</b>	<b>215</b>	<b>60</b>
MONTH	AVERAGE PRECIPITATION (mm)	DAYS																																									
January	43	10																																									
February	27	8																																									
March	25	8																																									
April	10	4																																									
May	3	1																																									
June	2	1																																									
July	1	0																																									
August	1	0																																									
September	4	2																																									
October	15	5																																									
November	38	9																																									
December	46	12																																									
<b>Year</b>	<b>215</b>	<b>60</b>																																									

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	<p>above the statutory holidays which existed at the time of tendering.</p> <p>A delay caused by inclement weather conditions will be regarded as a delay only if is abnormal or over above the normal historically recorded data and, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working program of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his program of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>SCC 5.12.2.1</b>	<p><b>Add the following:</b></p> <p>Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p>
---------------------	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> <p>Accurate rain gauging shall be taken at a suitable point on the site daily at 8:00 unless otherwise agreed to by the engineer and the contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.</p> <p>Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the contractor shall accommodate in his program, and for which no extension of time will be considered.</p>
--	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 5.13.1	<p><b>Add the following:</b></p> <p>The penalty for failing to complete the works is;</p> <p><b>Penalty = R10,000.00 per day.</b></p>
SCC 5.14.1	<p><b>Add the following</b></p> <p>The requirement for achieving practical completion are;</p> <p><b>a) All Major works needs to be completed</b></p>
SCC 5.15.1	<p><b>Add the following after the first paragraph of Clause 5.15.1:</b></p> <p>"The waste material resulting from the Works, including demolished walls, trees, brush, rubbish, building rubble, fences and all other objectionable material shall be removed and disposed of at a legal spoil site found by the Contractor and approved by the Employer's Agent. All re-usable material shall be stacked in accordance with the Employer's Agent's instructions. The burning of combustible material on Site shall not be allowed.</p> <p>On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense. The contractor should include in his rates for demolition of such structures, the cost of hauling the spoil materials to the approved dump site in Blouberg Municipality"</p>
SCC 5.16.3	<p><b>Add the following</b></p> <p>The latent defect period is 10 (Ten) years for civil engineering works and 5 (five) years for building works (1 year for Electrical works)</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 6.2.1	<p><b>Add the following:</b></p> <p>The Security to be provided by the Contractor shall be the Performance guarantee liability of <b>10</b> % of the Contract Sum. This guarantee shall be delivered within 14 days of the Commencement Date.</p> <p>The municipality does not or will not provide insurance. A Deed of Suretyship issued by either an associate company of the Contractor or a private person or persons, is not acceptable. The contractor shall receive no payment until proof of acceptable Suretyship has been submitted. The employer's agent reserves their right to conduct due diligence in verifying the validity of the construction guarantee or surety.</p>
SCC 6.2.2	<p><b>Add the following:</b></p> <p>The Form of Guarantee is to contain the wording of the pro-forma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).</p> <p>Form of Guarantee: construction guarantee: the successful bidder will be required to submit a construction guarantee that is equal to 10% of the total contract value all-inclusive and must be submitted to the SCM office within 14 working days from date of appointment. Only original guarantees issued by an accredited and registered financial institution will be accepted and will only be released on final completion of works.</p>
SCC 6.5.1.1	<p>Add the following:</p> <p>"Net cost of materials" referred to in sub-clause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect.</p>
6.8.2	<p>Contract Price Adjustment: <b>Is applicable after twelve (12) months from the date of commencement.</b></p> <p>In the unlikely event that CPA is required, price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> $f = (1 - x) \left( a \frac{Lt}{Lo} + b \frac{Pt}{Po} + c \frac{Mt}{Mo} + d \frac{Ft}{Fo} - 1 \right)$ <p>SCHEDULE WITH THE FOLLOWING VALUES.</p> <p>THE VALUE OF "X" IS 0.15</p> <p>THE VALUE OF THE COEFFICIENTS ARE: a</p> <p>= 0.25 (LABOUR)</p> <p>b = 0.15 (CONTRACTOR'S EQUIPMENT) c =</p> <p>0.55 (MATERIAL)</p> <p>d = 0.05 (FUEL)</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Data
	THE URBAN AREA NEAREST TO THE SITE IS <b>Polokwane</b> THE BASE MONTH IS THE MONTH PRIOR TO THE CLOSING OF THE BID. FOR PERIOD LONGER THAN 12 MONTHS THE BASE MONTHS MUST BE READ IN CONJUNCTION WITH PRICING DATA SECTION
<b>SCC 6.9.1</b>	<p>Add the following on last paragraph:</p> <p>All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard doesnot exist for a certain material, or a material does not bear the official standardization mark, the Client's Representatives approval of such material must be gained before usethereof.</p> <p>The plant fabricated and stored at manufactures location shall be only deemed Employers property and due for payment of 80% only when the contractor has providedthe employer with the advance payment guarantee for the safekeeping and storage onbehalf of the employer.</p>
<b>SCC 6.10</b>	<p>Add the following sub-clause after Clause 6.10.1.8</p> <p>SCC 6.10.1.9 Payment for the labour-intensive component if the works</p> <p>Payment for the works identified in the Scope of the Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of the work. Any non-payment for such work shall not relieve the Contractor in any way from his obligations either in contract or in delict."</p>
<b>SCC 6.10.1.5</b>	<p><b>Add the following:</b></p> <p>The percentage advance on materials not yet built into the Permanent Works but received on site is <b>80</b> %.</p>
<b>SCC 6.10.3</b>	<p><b>Add the following:</b></p> <p>The percentage retention on the amounts due to the Contractor is <b>10</b>%.</p>
<b>SCC 6.10.3</b>	<p><b>Add the following:</b></p> <p>The limit of retention money is <b>10</b> % of the contract value.</p>
<b>SCC 6.10.4</b>	In the third sentence replace "28" with "30".
<b>SCC 6.11</b>	This Cause shall not apply to this Contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
<b>SCC 7.2.1</b>	<p><b>Add the following:</b></p> <p>All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard doesnot exist for a certain material, or a material does not bear the official standardization mark, the Employer's Agents approval of such material must be gained before use thereof.</p>
<b>SCC 7.4.4</b>	<p>Replace the comma after the word "them" in the last line of sub-clause 7.4.4.1 with a fullstop and replace the word "and" with the following:</p> <p>“The cost of all tests and testing required as part of the Contractor's own quality controlprogram, whether particularized or not, shall be deemed to have been allowed for in histender; and”</p>
<b>SCC 8.1.2</b>	<p>Add the following additional paragraphs at the end of the first paragraph:</p> <p>“The Contractor shall confine his operation to as small an area of the Site as may be practical for the purpose of constructing the Works.</p> <p>Only those trees and shrubs directly affected by the Works and such others as the Employer's Agent 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 essentialfor the execution of the work or where directed by the Employer's Agent.”</p> <p>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 himor his employees.”</p>
8.3.1.4	<p><b>Excepted Risks:</b> The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works. Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by thelocal community or independent organizations or entities that may result in slowing down or partial or total stoppage of the works.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
8.6	<p>CLAUSE 8.6 ADD THE FOLLOWING:</p> <p>“Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances,the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion -</p> <p>(i) Contract Works Insurance;</p> <p>(ii) Public Liability Insurance;</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;</p> <p>in the name of the Contractor (including all Sub-Contractors) and Blouberg Municipality’s insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted toVhembe District Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall affect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause and enforce the compliance by Sub-contractors withthis clause where applicable.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the termsand conditions under which the required Insurance cover is issued.”</p> <p>The contractor shall be requested to submit Letter of Good Standing as issued by the department of labour prior commencement of the works.</p> <p>ADD THE FOLLOWING:</p> <p>"In the event of any claim arising under the policy or policies held, the Contractor shall without delay take all the necessary steps to lodge his claim on the joint behalf of himselfand the Blouberg Municipality, and the claim submitted shall cover all costs to repair andmake good. The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the Blouberg Municipality who will paysuch amounts to the Contractor on certificate of the Engineer as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
<b>SCC 8.6.1.5</b>	<p><b>Add the following:</b></p> <p>In addition to the insurances required in terms of the GCC Clauses 8.6.1.1 to 8.6.1.4 the following is also required:</p> <p><b>Add to 8.6.1.</b></p> <p>The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether nominated or otherwise) for an amount of R2 million per occurrence against the liability stated in Sub-Clause 8.6.1.</p>
<b>SCC 8.6.1.1.2</b>	<p><b>Add the following:</b></p> <p>The value of the materials supplied by the Employer to be included in the insurance sum is nil.</p>
<b>SCC 8.6.1.1.3</b>	<p><b>Add the following:</b></p> <p>The required insured amount to cover professional fees for repairing damaged infrastructure and equipment and loss of time on the construction schedule is to be 15% of the contract value.</p>
<b>SCC 8.6.1.3</b>	<p><b>Add the following:</b></p> <p>The limit of indemnity for liability insurance is 10 % of contract value. Public Liability Insurance to a minimum of R 2million to be provided.</p>
<b>SCC 8.6.1.4</b>	<p><b>Payment for labour-intensive component of the works</b></p> <p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</p>
<b>SCC 8.6.1.5</b>	<p><b>Linkage of payment for labour-intensive component of works to submission of project data</b></p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
<b>SCC 8.6.1.6</b>	<p><b>Applicable Labour Laws</b></p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programs, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.
<b>SCC 10.1</b>	<p>Add the following additional sub-clause:</p> <p>"10.1.6 Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1"</p>

### C. LABOUR INTENSIVE CONSTRUCTION WORKS

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 Program, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R949 of 22 October 2010 or latest, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

#### 1. Introduction

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

#### 1. Definitions

In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (a) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- (c) “worker” means any person working in an elementary occupation on an EPWP;
- (b) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (c) “task” means a fixed quantity of work;
- (d) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (e) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (f) “time-rated worker” means a worker paid on the basis of the length of time worked.

2. Terms of Work

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

3. Normal Hours of Work

- 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
  - (a) for more than eight hours on any day.
- 2. An employer and worker may agree that a worker shall work four days per week. The worker may then work up to ten hours per day.
- 4. 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.
- 5. Meal Breaks
- 6. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 1. An employer and worker may agree on longer meal breaks.
- 7. 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.
- 8. 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

- 2. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 1. 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.

2. 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. Weekly Rest Period

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

4. Work on Sundays and Public Holidays

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

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

5. 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.

1. 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.

(c) Sick Leave

5. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

6. 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.

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

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

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

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

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

1. 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 –

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**

1. A worker may take up to four consecutive months' unpaid maternity leave.
2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
11. A worker must give her employer reasonable notice of when she shall start maternity leave and when she shall return to work.
12. 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.
3. 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
  - (a) 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.
13. 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.
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 EPWP on which she was employed has ended.

**11. Family responsibility leave**

7. 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 –
- (e) when the employee's child is born;
  - (f) when the employee's child is sick;
  - (a) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (i) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (ii) Statement of Conditions
8. An employer must give a worker a statement containing the following details at the start of employment –

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (g) the employer's name and address and the name of the EPWP;
  - (h) the tasks or job that the worker is to perform; and
  - (d) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (i) the worker's rate of pay and how this is to be calculated;
  - (j) the training that the worker shall receive during the EPWP.
9. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
10. An employer must supply each worker with a copy of these conditions of employment.
11. Keeping Records
12. Every employer must keep a written record of at least the following –
- (k) the worker's name and position;
  - (l) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (a) in the case of a time-rated worker, the time worked by the worker;
  - (m) payments made to each worker.
10. The employer must keep this record for a period of at least three years after the completion of the EPWP.
11. Payment
13. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
2. A task-rated worker shall only be paid for tasks that have been completed.
14. 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. A time-rated worker shall 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.
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;
  - (a) in a sealed envelope which becomes the property of the worker.
7. An employer must give a worker the following information in writing –
- 1. the period for which payment is made;
  - 2. the numbers of tasks completed or hours worked;
  - 1. the worker's earnings;
  - 3. any money deducted from the payment;
  - 4. the actual amount paid to the worker.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. 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
2. 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. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
16. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
17. 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. An employer may not require or allow a worker to –
  - (n) 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
  - (b) pay the employer or any other person for having been employed.

**16. Health and Safety**

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

**16. A worker must –**

- (o) work in a way that does not endanger his/her health and safety or that of any other person;
- (p) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (q) 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.

**(f) Compensation for Injuries and Diseases**

19. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
17. A worker must report any work-related injury or occupational disease to their employer or manager.
18. The employer must report the accident or disease to the Compensation Commissioner.
20. An employer must pay a worker who is unable to work because of an injury caused by

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

an accident at work 75% of their earnings for up to three months. The employer shall 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.

21. Termination
22. The employer may terminate the employment of a worker for good cause after following a fair procedure.
19. A worker shall not receive severance pay on termination.
23. 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.
24. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work shall have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
25. A worker who does not attend required training events, without good reason, shall have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
20. Certificate of Service
21. On termination of employment, a worker is entitled to a certificate stating –
  - (r) the worker's full name;
  - (s) the name and address of the employer;
  - (d) the EPWP on which the worker worked;
  - (t) the work performed by the worker;
  - (u) any training received by the worker as part of the EPWP;
  - (e) the period for which the worker worked on the EPWP;
  - (v) any other information agreed on by the employer and worker.

#### D. SIGNING OF A SERVICE LEVEL AGREEMENT

The successful Contractor shall sign a Service Level Agreement (SLA) with the Blouberg Municipality after being appointed. Pro-forma of the SLA is included as part of SECTION 1: LIST OF CONTRACT DOCUMENTS after page 1-2 of this document.

#### E. SUB-CONTRACTING TO LOCAL EMEs or QSEs

In line with the Preferential Procurement Regulations, 2017 as set out in the Regulations Gazette No. 10684 as published in the Government Gazette Volume 619, No. 40553 of 20 January 2017, the successful Tenderer must sub-contract a minimum of 30% of the Value of the Works under this Contract to one or more EME or QSE in any of the following categories

–

- A. an EME or QSE;
- B. an EME or QSE who is at least 51% owned by black people;
- C. an EME or QSE who is at least 51% owned by black people who are youth;
- D. an EME or QSE who is at least 51% owned by black people who are woman;
- E. an EME or QSE who is at least 51% owned by black people with disabilities;
- A. an EME or QSE who is at least 51% owned by black people in rural or underdeveloped areas or townships;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section C: Agreement and contract data

---

- F. a cooperative which is at least 51% owned be black people;
- G. an EME or QSE who is at least 51% owned by black people who are military veterans;

Tenderers must indicate in the schedule provided under the returnable documents which portions of the Works will be subcontracted as well as the value thereof. Failing to do so shall lead to disqualification of the Tender. Please refer to SECTION 9 Page P9 – 24: Q. SCHEDULE OF WORK TO BE SUB- CONTRACTED

A list of local service providers approved by National Treasury will be made available to the appointed Contractor, who will, through an internal tender process, select the successful tenderers and appoint them as EME’s or QSE’s to execute a minimum of 30% of the Work.

<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Contractor	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Employer	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> Witness 2
---	--	--	---	--	--

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

**CONDITION OF CONTRACT**

The General Conditions of Contract for Construction Works (3<sup>rd</sup> Edition 2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947).

<b>Sub- Clause</b>	<b>Data</b>
<b>1.1.1.9</b>	<p>The Contractor is:</p> <p>Name:</p> <p>The Address of the Contractor is:</p> <p>Address (physical):</p> <p>Address (postal):</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Contractors Representative</p> <p>Name:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>
--	---

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

C1.3 FORM OF GUARANTEE

C1.3 Construction Guarantee (Pro-Forma)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means .....  
Physical address .....  
.....

Guarantor’s signature 1 ..... Capacity .....

Guarantor’s signature 1 ..... Capacity .....  
.

Employer means **BLOUBERG MUNICIPALITY**

Contractor means .....

Agent means **MORULA CONSULTING ENGINEERS**

Works means **CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS-  
AVON**

Site means .....

Agreement means the General Conditions of Contract for Construction Works 2015 Contract Sum  
i.e. the total of prices in the Form of Offer and Acceptance inclusive of VATAmount in figures

R .....

Amount in words..... (Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words..... (Rand)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 1** The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

<b>GUARANTOR'S LIABILITY</b>	<b>PERIOD OF LIABILITY</b>
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: ..... ..... (Rands) (R.....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2** The Guarantor hereby acknowledges that:

- 2.1** Any reference in this Guarantee to the Agreement 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.

- 2.2** Its obligation under this Guarantee is restricted to the payment of money.

- 3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

- 3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

- 3.3** A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay 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 Guarantee stating that:

- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

- 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

- 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, 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 the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Contract: BM25/24/25**  
**Part 2: Contract Data**  
**Section C: Agreement and contract data**

---

- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, 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
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this 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 .....

Guarantor's  
Signatory 2 .....

Witness 1 .....

Witness 2 .....

Guarantor's seal or stamp

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:**

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance

**NB: List of institutions is not limited to the above mentioned; the tenderer may use any other accredited institution to offer contract sureties.**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the BLOUBERG MUNICIPALITY

This agreement is between:

THE CONTRACTOR:

Herein represented by .....

In his capacity as..... Being duly authorized hereto hereinafter referred to as “contractor”.

Compensation Commissioner Number:

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

Company : Name: MORULA CONSULTING ENGINEERS

Registration Number:

CEO : Name:

ID Number:

Physical Address:

.....

And the

BLOUBERG MUNICIPALITY

(Hereinafter referred to as “the Municipality”)

1. DEFINITIONS

- 1.1

CONTRACTOR

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

MANDATORY

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

THE PRINCIPAL CONTRACT

Means the contract annexed hereto as annexure “A”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.4 **MUNICIPALITY** Means the BLOUBERG MUNICIPALITY

5. **RISK CONTROL OFFICER** A person appointed in writing by the Municipality

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

## 2. OBJECTIVE

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

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

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

## IT IS HEREBY AGREED AS FOLLOWS:

## 3. INDEMNITIES

3.1 The “Contractor” hereby indemnifies the “Municipality” against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the “Contractor” of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:

3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2014 as promulgated on 7 February 2014, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 37305 and Regulation Gazette No. 10113. See Annexure B.

2. The Health Act 63 of 1977.

3.1.3 Road Traffic Act 29 of 1989 (as amended).

3.1.4 Environment Conservation Act 73 of 1989.

3.1.5 The National Water Act 36 of 1998.

3.1.6 The Criminal Procedure Act 51 of 1977.

3.1.7 The Explosives Act 26 of 1956.

3.1.8 The Arms and Ammunition Act 75 of 1969.

3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.

3.1.10 The Labour Relations Act 66 of 1995.

3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).

3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).

3.1.13 Standards Act 29 of 1993.

3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the “Principal Contract”.

15. Any other health and safety standard prescribed by the “Municipality”.

16. COVID 19 Mitigation Regulations available at the time of appointment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.2 The “Contractor” shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The “Contractor” shall indemnify the “Municipality” in respect of any physical loss or damage to any plant, equipment or other property belonging to the “Contractor” or for which he is responsible and he hereby indemnifies the “Municipality” against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The “Contractor” shall and hereby indemnifies the “Municipality” against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the “Principal Contract”.
- 3.5 The “Contractor” shall and hereby indemnifies the “Municipality” against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the “Principal Contract” and due to any act or omission of the “Contractor”, his agents, servants or subcontractors.

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

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

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

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

#### **6. CRANES, VEHICLES AND HOISTING**

- 6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Municipality”.
2. Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
- i) An agreement was concluded with the “Municipality”.
- ii) Approval has been obtained from the “Municipality” to perform the work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

## 7. MACHINE VALANCES, PROTECTION AN FENDING

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

## 8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

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

## 9. EXCAVATIONS

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

## 10. FIRST AID

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**11. FLAMMABLE LIQUIDS**

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

**12. COMPENSATION BY CONTRACTOR**

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

**13. TRANSGRESSION OF RULES AND MISBEHAVIOUR**

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

**14. INCIDENT REPORTING**

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “the Municipality” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to ..... The “the Municipality” shall further be provided with a written report relating to any incident.
- 14.2 The “the Municipality” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.
- 14.3 The “Contractor” undertakes to report to “the Municipality” anything deemed to be unhealthy and/or unsafe and that he undertakes to advise his employees and/or subcontractors in this regard.

**15. LIAISON AND SUPERVISION**

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

**16. SERVICE INTERRUPTION**

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

**17. CONFIDENTIALITY**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**18. CONTRACT SITE AND PRESERVATION**

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

**19. COMPLETION OF WORK**

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

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

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

**21. SEARCHES**

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

**22. GENERAL CONDITIONS**

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

- 22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;
- 22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of “the Municipality” in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;
- 22.1.3 shall indemnify the “Municipality” against any or all liability which may be incurred by the “Municipality” as a result of the omission of the “Contractor”, his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which “the Municipality” may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the “Municipality” as a result of the contravention or non-compliance by the “Contractor”, his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub- paragraph 1.
- 22.1.5 Should the “Contractor” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Municipality” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay “the Municipality”, upon demand, all costs and expenses incurred by “the Municipality”, in order to execute or have the said orders executed.
- 22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Municipality” will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



23. “CONTRACTOR” IDENTIFICATION BOARD

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

- Company name
- On behalf of which division/department the work is being done
- The contact number and name of the person representing the “Contractor”
- The contact number and name of the person representing “Municipality”

24. ACKNOWLEDGEMENT

24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE CONTRACTOR

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE CONTRACTOR

1. ....  
2. ....

THE MUNICIPALITY

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE DEPARTMENT

1. ....  
2. ....

Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

**INDEMNITY CERTIFICATE**

Contractor : \_\_\_\_\_  
Employer : BLOUBERG MUNICIPALITY  
Contract : \_\_\_\_\_

I/we \_\_\_\_\_ Hereafter the "Contractor"

"Contractor" hereby indemnifies the Municipality against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Municipality", as well as of any loss or damage which the "Municipality" suffers or expenditure the "Municipality" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Municipality" suffers.

THUS, done and signed at ..... on this ..... day of..... 20....

**WITNESSES:**

1. ....  
2. ....  
.....  
**CONTRACTOR**  
.....  
**MUNICIPALITY**



**ACKNOWLEDGEMENT CERTIFICATE**

I, in my capacity as.....

Duly authorized hereto .....representing

..... Contractors, acknowledge receipt

Of a copy of the municipality's safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ..... ON ..... 20....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

I, ..... accept the abovementioned appointment, and declare that I am familiar with the contents of the Department Safety Manual for contractors.

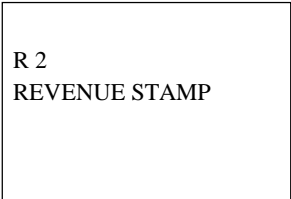
CASUALTIES REGISTRATION NUMBER

SIGNED AT ..... ON .....200....

SIGNATURE:

WITNESSES:    1.        .....  
  
                     2.        .....

A copy of this certificate shall be submitted to the “Municipality” before any work commences.



Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

## PART C2:

### SECTION C2.1: PRICING INSTRUCTIONS

**GENERAL**

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents which includes the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

The schedule has to be completed in black ink and the tendered is referred to the Conditions of Tender in regard to the correction of errors.

**DESCRIPTION OF ITEMS IN THE SCHEDULE**

The Schedule of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 2004 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and each Particular Specification, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

**QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Schedule of Quantities are estimates only, and subject to re-measuring during the execution of the work. Where quantities or sums are indicated as “Provisional” the Employer reserves the right to adjust the quantity or sum upwards or downwards as necessary, or the item can be omitted altogether. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

**PRICING OF THE SCHEDULE**

The prices and rates to be inserted in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or which already have Provisional Sums affixed thereto. If the Contractor omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words, "rate only", appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

No quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Conditions of Tender the Tenderer may be asked to reconsider any such rates which the Employer may regard as imbalanced.

All rates are deemed to have included the full requirements of health and safety including Environmental compliances

All rates and amounts quoted in the Schedule of Quantities shall be in Rand and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities.

## **CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

## **MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015 3<sup>rd</sup> Edition, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

The contract Price Adjustment (CPA) happens periodically based on the calculated fluctuations. The adjusted amount will be added to the original contract price.

## **CONSTRUCTION USING LABOUR INTENSIVE CONSTRUCTION METHODS**

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

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7.2. Payment for items which are designated to be constructed labour-intensively will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

---

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SECTION C2.2: PROVISIONAL BILLS OF QUANTITIES**

Please note that it is mandatory to submit the complete Priced Bills of Quantities with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and PERMANENT BLACK INK.

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

**BLOUBERG MUNICIPALITY**

**BID NO: BM25/24/25**

**CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS-AVON**

**C3: SCOPE OF WORK**

**C3.1 STANDARD SPECIFICATIONS**

**C3.2 PROJECT SPECIFICATIONS**

**PART A: GENERAL**

PS-1	Project Description
PS-2	Description of the Site and AccessPS-
3	Details of the Works
PS-4	Construction Management Requirements



**PART B: ADDITION AND VARIATION TO STANDARDS**

B1 Project Specifications Relating to the Standard Specifications and Other  
Additional Specifications is tabulated below:

<b>Section</b>	<b>Description</b>
1200	GENERAL REQUIREMENTS AND PROVISIONS
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL
1500	ACCOMMODATION OF TRAFFIC
1600	OVERHAUL
1700	CLEARING AND GRUBBING
1800	DAYWORKS
2100	DRAINS
2200	PREFABRICATED CULVERTS
2300	CONCRETE KERBING, CONCRETE, CHANNELING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINS
5100	PITCHING, STONWORK AND PROTECTION AGAINST EROSION
5600	ROAD SIGNS
5900	FINISHING OF THE ROAD AND REPAIRING OLD ROADS
8100	TESTING MATERIAL AND WORKMANSHIP

### **C3.3 PARTICULAR SPECIFICATIONS**

#### **PART C : ENVIRONMENTAL MANAGEMENT PLAN**

- C1 General
- C2. Training and Induction of Employees
- C3. Complaints Register and Environmental Incident Book
- C4. Site Cleanliness and Neatness
- C5. Access
- 6. Borrow Pits
- 7. Dust Control / Air Quality
- 8. Fauna
- 9. Fire Prevention and Control
- 10. Grave Sites
- 11. Materials Handling and Spills Management
- 12. Noise
- 13. Pollution Control
- 14. Rivers and Streams
- 15. Safety
- 16. Soil Management
- 17. Worker Conduct
- 18. Traffic Disturbances and Diversions
- 19. Vegetation
- 20. Waste Management

#### **PART D: DAYWORKS**

- 1. Scope
- 2. Type of Work
- 3. Materials
- 4. Construction Plant Hire
- 5. Salaries and Wages of Workmen
- 6. Measurement and Payment

#### **PART E: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

**Contract: BM25/24/25**

**Part C: Scope of work**

**Section: Project Specifications**

1. Introduction and Background
2. Preconstruction Health and Safety specification
  - 2.1 Scope
  - 2.2 Interpretations
  - 2.3 Minimum Administrative requirements
  - 2.4 Health and Safety Induction, Training and Equipment
- 2.5 Preliminary Hazard Identification and Risk Assessment
- 2.6 Permits
- 2.7 Incentives and Penalties
- 2.8 Specific Project Requirements
3. Financial Provision for Health and Safety
4. Guidelines for the preparation of a Typical H&S Plan

**BLOUBERG MUNICIPALITY**

**BID NO: BM25/24/25**

**CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS- AVON**

**C3.1 STANDARD SPECIFICATIONS**

The standard specifications on which this contract is based is **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 1914-1 to 6 (2002) :	Targeted Construction Procurement
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.

**BLOUBERG MUNICIPALITY**

**BID NO: BM25/24/25**

**CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS-AVON**

**C3.2: PROJECT SPECIFICATIONS**

**STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

**PART A: GENERAL**

**PS-1 PROJECT DESCRIPTION**

The project entails the construction of Retention Ponds in Avon

Project duration is FOUR (4) months

The employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour for the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods. briefing

**PS-2 DESCRIPTION OF THE SITE AND ACCESS**

**3.2.1 Location of site**

2.2 The project is located within Avon village, within the jurisdiction of the Blouberg Municipality

The following GPS Coordinates can be used to locate the site.

Latitude (S)	Longitude (E)
23°08'35.12'	29°05'56.37' site

Table 1: Project Coordinates

Accessibility is poor in some areas and the contractors should familiarise themselves and plan accordingly their logistical and transportation of materials. The Contractor should also take note that access to various areas of works remains their responsibility and should price for various items to cover themselves sufficiently.

**PS-3 DETAILS OF THE WORKS**

The scope of works comprises of the following components:

**A.) AVON**

- Site Establishment
- Setting out of works
- Construction of 0.6 km storm water channel
- Construction of 0.6 km earth berm
- Construction of 1.430 km earth drain
- Construction of 4 box culverts.
- Construction of a storm water retention pond
- Installation of signs
- Cleaning and Clearing

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**  
**3.2 Accommodation of traffic**

The traffic must be accommodated by utilizing existing roads.

Besides the limitations regarding traffic accommodation specified in the project specifications, the following additional requirements shall apply:

- The contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.
- The travelling public shall have the right of way on public roads and deviations, 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 to the travelling public.
- Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc. have been repaired to his satisfaction.
- The contractor may not commence construction activities 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 to provide all requirements on each clause of COLTO under section 1500, failure to adhere to the requirements and/or maintenance may result in penalties determined by the Engineer.

**3.2.3 Labour recruitment conditions**

A PSC has not been established but it's a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the community.

The contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC. The PSC has formed a Labour Committee who shall assist the Contractor with

**Contract: BM25/24/25**

**Part C: Scope of work**

**Section: Project Specifications**

the recruitment of local labourers to ensure an equal distribution of people employed between the various villages in the area.

**3.2.4 Construction in confined Areas**

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases

**3.2.5 Temporary Works**

Temporary works will be required on areas that are too steep for the safe passage of personnel, material and plant (if possible). The contractor is advised to visit site prior pricing to get a full view of the condition on site as there will not be any separate items for temporary works.

**PS-4 ENGINEERING**

**4.1 Employer's Design**

Works shall be constructed to the Employer's designs (see drawings supplied in volume 2 of the tender document)

Tenderers are free to propose alternative designs to that proposed by the Engineer and, provided that drawings with details of each alternative proposal.

Tenderers must satisfy themselves that the layouts as proposed by the Engineer suit in all respects the designs proposed by the Engineer or by the Tenderer as the case may be. Where designs other than that proposed by the Engineer is accepted, it will be the sole responsibility of the Contractor to ensure that the design meets the minimum specification required.

**4.2 Intent of Specification**

The Specifications supplied with the Tender Document are not intended to be either complete in detail, but are intended only as guide to Tenderers. The Specification details the minimum requirements of the Employer and Tenderers must provide everything necessary, whether mentioned or not, to provide a satisfactory, efficient and workmanlike installation.

The Tenderer shall ensure that his main offer complies fully with the minimum requirements as



#### **4.3 Drawings**

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 construction work particularly the bulk line, command reservoir and all other levels requested by the engineer on site. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

#### **4.4 Planning and Programme**

##### **4.4.1 Preliminary programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form mentioned above to be completed by all Tenderers. The programme shall be in the form of a MS project with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data. It is mandatory that the program includes critical path

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. he Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers.

The programme shall be in detailed format with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Appendix to Tender. The preliminary programme shall also indicate the critical path for the execution of the Works

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.

**Section: Project Specifications**

- a) The Contract time is 6 months. Plant and personnel requirements to complete the project in 6 months must be incorporated in the Tender.
- b) A high standard of traffic accommodation
- c) Ancillary works by Emerging Contractors

**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, 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 5.6.4 and 5.6.5 of the General Conditions of Contract 2015.

The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The following must be stated on the programme:

- (a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (b) A budget of the value of completed work, month by month, for the full contract period.
- (c) The critical path.
- (d) Work to be undertaken by Local Contractor (if applicable)
- (e) Training Courses
- (f) Schedule of plant and resources to be utilized

**4.4.2 Time for Completion**

The tenderer shall indicate under section C1.2.2: Data provided by Contractor the time within which the contract shall be completed.

**4.4.3 Delay in Completion**

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co- operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

**4.4.4 Quality Assurance (QA)**

The Contractor will be solely responsible for the production of 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.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

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.

**4.4.5 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.

**4.4.6 Earthworks** *(Read with SANS 1921 - 1: 2004 clause 4.10)*

**Borrow pits and spoil areas**

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

**(c) Duties of the Manager**

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that o
  - Describes the organisation of work.
- o Contains aspects concerning the protection of the employees and other persons' health and safety.

- o Contains a risk analysis.
- Supply and erect the necessary safety and warning signs. Add the following pay items and change the clause number

**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 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 Blouberg local Municipality 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**

**Contract: BM25/24/25**

**Part C: Scope of work**

**Section: Project Specifications**

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 benchmarks, 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.

**5. PROCUREMENT**

**5.1 Material procurement**

All material to be used in the Works is to be supplied by the Contractor. All materials used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible.

No extension of time will be allowed for any delay due to the supply of materials. Contractor is encouraged to procure all material upon handover and before commencement of works to avoid delays as some of the material are not easily accessible.

**Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.**

**It is to be noted that no costs will be reimbursed for ordering material which are more than what is required on site**

**5.2. Purchasing of Materials and Equipment**

Where applicable, the Contractor is required to purchase the materials and equipment necessary for the Contract at the earliest possible date thus limiting the effect of inflation. The Contractor must strive to keep the number of suppliers to a minimum.

Payment for materials and equipment will only be affected if the Contractor can prove ownership of the items.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

In the case that off-site storage is agreed by the Engineer and the Employer then payment will only be affected if the contractor can prove ownership and that cession of ownership from the contractor to the Employer takes place.

NOTE - It will be the contractor's responsibility to ensure that the necessary warranties from the equipment suppliers is negotiated such that it only comes into effect on commissioning of the equipment.

**5.3 Guarantee of Equipment**

It is an express condition of this Contract that the guarantee period on all equipment given by the suppliers to the Contractor shall only commence once the works is in operation. This stage will be reached once the Certificate of Completion has been issued.

**6. SUBCONTRACTING**

The Contractor shall obtain the written approval of the Engineer before appointing any subcontractor. The Contractor shall be solely responsible for the supervision of and payments to such a Sub-contractor (s) and the approval of a subcontractor by the Engineer shall not indemnify the Contractor from any of his liabilities in terms of the Contract.

**7. BILL OF QUANTITIES**

The prices quoted in the Bill of Quantities shall cover the cost of all work required for the execution of the Contract and each price shall be considered as the full value of the work described in each item and as covering all contingent expenses.

The price must also include all necessary temporary works that will be executed in order for the condition on site to be workable.

**8. BONDS AND GUARANTEES**

Security in the amount equal to ten (10) per cent of the contract price shall be provided by the Contractor for the due and faithful performance by him of all the duties and obligations resting upon and assumed by him in terms of the Contract.

Such security shall be in the form of a deed through lodging a bond of surety furnished by an approved bank, insurance or guarantee corporation in such form as may be prescribed by the Employer, provided however that the Engineer may, upon written application by the Contractor, return to the Contractor the whole or part of such security held by the Employer.

The Engineer will, subject to his sole discretion, consider what he deems sufficient for the protection of the Employer, and is entitled to hold all or a portion of the security until the completion of the Contract and the expiry of the defect's liability and maintenance period.

**9. WAYLEAVES AND PERMITS**

The Contractor's staff will require access permits to enter the site. The Contractor shall give 7 days' advance notice to both the Engineer and the property owner of his intention to commence

**Section: Project Specifications**

work in a servitude. The Contractor shall not permit his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the work expeditiously and with minimum inconvenience to the occupiers and to owners of adjacent property

The Contractor shall take all necessary precautions for the protection of persons livestock, buildings and property. The soil shall be kept segregated and all gardens, fences, paths etc. shall be reinstated to their former condition.

Where acquisition of a servitude has not been finalised It may not be possible to obtain continuity of the work. The Contractor will be required temporarily to omit such sections until instructed that the work may proceed.

No extra payment will be made to the Contractor should it be necessary to omit sections and return to them later. It IS not intended, however, that the Contractor should be called upon to return to the Site after all other sections of the Contract have been completed and the Contractor has removed his plant and equipment.

Trees and grasses removed in a servitude shall remain the property of the stand owners if required by them.

## **10. EXISTING SERVICES**

### **10.1. General**

A number of existing underground services are on the site, an existing plan is attached to volume 2 of the tender document. However, prior to any excavation work being commenced, it shall be the responsibility of the Contractor to make all the necessary enquiries with the Local Authority to satisfy himself as to the existence or not of any services on the site and to obtain permission to open up any existing services. Any damage to underground or visual overhead services that are shown on the drawings or that have been pointed out by the Engineer or authority in charge of such services, shall be repaired at the contractor's cost. The contractor shall also be liable for any compensations claimed resulting from damage to services that were pointed out to him. Services belonging to the following service owners will be encountered:

Contractor must by all means not tamper with the RAL or Public works road during construction of the paved road. This is due to the RAL and Public Works regulations. Client and engineer will not be responsible for any damages of the RAL or Public Works road.

Further to the above, there will be areas that the contractor will be required to work very closely to the existing service, the contractor's rate should include the cost of working next to the existing service such as excavations by hand will be required.

### **10.2. Care of Existing Services**

It is to be noted that construction work will be done adjacent to or traversing existing services. Prior to commencement of any constructional work in the aforesaid affected area, the Contractor

**Section: Project Specifications**

shall satisfy the Engineer that all necessary precautions with respect to setting out procedures have been taken by the Contractor to evade the existing services.

The Contractor shall, before starting any excavations, carefully search and probe the terrain for any existing services or indications of the presence of such services. A payment item is included in the Schedule of Quantities for service detection and excavations by hand to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the Preliminary and General payment items.

In addition, if the proposed new service(s) crosses underneath overhead power lines belonging to Eskom as well as underground pipelines belonging to the municipality and communication cables belonging to Telkom, the Contractor shall have to comply with all the requirements laid down by the relevant authorities when working in the vicinity thereof. The Contractor shall be responsible for checking the locations of all such services with representative of the relevant authorities to ensure that no damage is caused by construction operations.

Work executed within the road reserve of provincial or local roads shall be carried out strictly in accordance with the requirements laid down by the relevant provincial or local authorities. These include the use of traffic signs, flagmen and other requirements as applicable.

As the above work entails working in or close to an already developed enclosure, special care must be taken so as not to disturb the functioning of the existing facilities.

In areas where the existing services will be relocated or replaced, the type of material to be used must be the same with the existing.

### **10.3 Connection to Existing Services**

Prior to connection of new services to existing services, the Contractor shall ensure that the constructed services are clean and free of foreign matter and shall subsequently request the Engineer, in writing, to inspect such Works. Only upon written approval of the Engineer, may connections to existing services be made.

Contractor to Notify Relevant Authority and the Engineer of Damaged Service

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instructions and shall report the occurrence to the Engineer in writing. The report shall include the reasons for the occurrence of the incident. When instructed the damage is to be repaired as soon as possible to the approval of the Engineer and Authority. The Contractor will be held responsible for paying all costs incurred by the Service owner or himself as a result of each incident where the relevant service was clearly identified beforehand.

Services belonging to the following service owners will be encountered:



SERVICE OWNER	TYPE OF SERVICE
Eskom	Electrical/Power lines
Telkom	Telephone lines
Blouberg Local Municipality	Sewer, water and electrical infrastructure
Blouberg Local Municipality	Roads and Stormwater

## **11. HEALTH AND SAFETY**

### **11.1. 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 to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 9 February 2014 by the Department of Labour. For the purpose of this contract the Contractor is required to confirm his status as a mandatory 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 section C1.4

### **11.2 Health and Safety Plans**

The Tenderer shall submit with the tender his own documented Health and Safety Plan proposed to be implemented for the execution of the work under the contract. The 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.

**Contract: BM25/24/25**

**Part C: Scope of work**

**Section: Project Specifications**

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

**11..3 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.

**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 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.

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.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

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.

**11.4 Management of the environment**

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

**11.5 Natural Vegetation**

The Contractor shall confine his operation to the limits of the pipeline reserve (4m wide) 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 if the department of environment authorizes. 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.

**11.6 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.

**12 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.

**13.0 CONSTRUCTION**

**13.1. Plant and Materials**

The Employer shall have the right to refuse acceptance of any material or workmanship which is found to be unsound, damaged or contrary to the specification, or which is found during the

**Section: Project Specifications**

Period of Maintenance or during tests in situ to be defective or in anyway contrary to the specification due to causes within the Contractor's control or responsibility. All material or construction rejected by the Engineer shall be replaced or repaired by the Contractor at his own expense to the satisfaction of the Engineer, whose decision with regard to this matter shall be binding on the Contractor.

All materials used shall be the best of their respective kinds and shall be suitable for working at the pressures and temperatures involved under all working conditions, without distortion or deterioration or the setting up of undue stresses in any part and without impairing the efficiency or reliability of the plant and the strength of its component parts. No welding, burning, filling or plugging of defective castings will be permitted without the Engineer's approval in writing.

**13.2 Construction equipment**

Construction equipment shall be suited for the onsite intended use and shall conform to all relevant safety aspects required by the OHS Act.

**13.3 Site Establishment,**

The Contractor will be permitted to establish a stores yard and to erect presentable temporary buildings for the storage of materials and for offices and latrines, all of which shall be neatly fenced. The fence must be sturdy, covered with diamond mesh wire and fitted with a lockable vehicle entrance gate and shall be at least 2 m in height.

The siting of all offices shall be to the Engineer's satisfaction and shall be decided upon in consultation with him and confirmed in writing before erection.

All accommodation shall include the provision of a constant 220-volt A.C. electrical supply, access roads where required, fresh clean potable water and sewerage, including septic tanks which will be considered as part and parcel of the accommodation provided and will not be paid for separately.

**13.4 Water Supply for Construction Purposes**

The Contractor shall make provision in his rates for the purchasing of water from local or other sources.

Should water be drawn from a Municipal source, the current tariffs shall be applicable. The Contractor can only draw water from points specified by the Municipality only after written authority has been granted. When permission is granted the water must be drawn through a metered standpipe issued by the Water & Sanitation Division.

The Contractor shall cease to operate until other arrangements have been made for the supply of water. No claims for delays so caused will be considered

**13.5 Power supply**

The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

**The contractor must also produce a COC of the site camp upon site establishment and before commencement of works**

### **13.6 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, labourers, clerk of works and contracts manager. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

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. The chosen site shall be subject to the approval of the Engineer and Employer. 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

### **13.7 Telephone Facilities**

Telephone and e-mail facilities are needed on the site. It is a requirement of the contract that the contractor shall equip his site agent(s) with a cellular telephone to allow for effective communication between the contractor's supervisory personnel and the engineer's supervisory staff. All costs associated with the provision of cellular telephones for the contractor's personnel shall be deemed to be included in rates billed for time-related charges.

### **13.8 Survey Beacon**

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.

### **13.9 Site Facilities Required**

#### **13.9.1 Facilities for the Engineer**

Two site offices of prefabricated containers of approximately 15m<sup>2</sup> each and a boardroom of approximately 30m<sup>2</sup> complete with sufficient lighting and power points. Both offices and boardroom should be fully air-conditioned. The offices should be furnished with Two desks, four chairs and one steel filing cabinets.

The boardroom should have two conference tables and 16 chairs. Two carports for his exclusive use, a net shade cover will suffice. An ablution unit for his exclusive use.

**Contract: BM25/24/25**

**Part C: Scope of work**

**Section: Project Specifications**

The following survey equipment shall be provided by the Contractor for use by the Engineer:

- (i) One (1) Tachometry
- (ii) One (1) automatic level,
- (iii) One (1) 5m staff and four (4) ranging rods.

**13.9.2 Name boards**

One(1) name boards (Provisional Quantity) shall be erected and the boards shall comply with the format and size shown on the drawings.

No other name board than stated above shall be allowed and on completion of the works, the Contractor shall remove the board from the Site of Works on completion of the maintenance period and prior to the release of retention monies.

**13.9.3 First-aid Kit and Protective Clothing**

The Contractor shall provide on the Site of Works two first-aid kits to deal with accidents, illnesses and snakebite which may occur during the normal course of Site operations. The Contractor shall provide two sets of safety helmets, safety jackets and rubber/safety boots for the exclusive use of the Engineer and his staff.

**13.10. Facilities for the Contractor**

The Contractor must provide, maintain and remove his own facilities to the satisfaction of the Engineer. The Contractor shall provide the area around his office, stores and sheds (i.e. the “Camp”) with adequate security fences to ensure that unauthorised persons do not enter the camp area and security personnel should he deem it necessary.

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.

**13.11 Waste Disposal Sites**

The Contractor will make his own arrangements for solid and liquid waste disposal. Disposal will take place at an approved Site. **Proof of disposal at an approved site is required.**

**13.12 Site usage**

Access to the Site is by means of existing unpaved road. No restriction on access to the Site of Works will be placed on persons or vehicles involved with the execution of the Works. All traffic must be restricted to the maximum speed of 40 km/h and vehicles must be driven with extreme caution.

The Contractor shall be required to report daily to Management personnel of the Works. The Contractor's staff shall be identified by either clothing or an identification tag, which shall be displayed when entering the Site of Works.

Movement within the Site of Works is restricted so as to avoid damage to the existing services, structures, trees and, where practical, to the gardens. The making good of any damage caused by non-observance of such restrictions will be for the Contractor's account.

Access is to be made available to the Employer's employees to any portion of the site whenever required.

The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-way over private property to the site of the works, and for access within the boundaries of the property. The owners of private property to be traversed shall be approached and treated with tact and courtesy by the Contractor, who shall, if necessary, obtain a letter of introduction to such property owners from the Engineer.

The Contractor shall be responsible for the closing of all gates on roads and tracks used by him or his employees. Except with the prior approval of the Engineer and the owner or occupier of any private land to be traversed, the Contractor shall not cut, lower, damage, remove or otherwise interfere with any fence or gate which is on employers' property or on private property and which restricts access to the works. Where such approval has been given, the Contractor shall prevent entry of animals or unauthorised persons onto the Employers property or private property, and shall make the fences safe against trespass at the close of each day's work.

The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation

### **13.13 Requirements for Accommodation of Traffic**

#### **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 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.

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.

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.

#### **13.14 Inspection by the Engineer**

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

#### **13.15 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 2 days after rain that is considered to justify an extension of time occurs according to Standard Condition of Contract Clause 45(3)(b), as follows:



**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

“(b) Abnormal climatic conditions, with the understanding that no extension of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 45. (2) of the General Conditions of Contract, on the grounds of abnormal rainfall or wet conditions, shall be calculated separately for each calendar month or part thereof, according to the following formula:

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month. When V is negative and its absolute value exceeds Nn, then V shall be taken as equal to the negative of Nn.

The symbols shall have the following meanings:

V	=	Extension of time in calendar days for the calendar month under consideration.
Nw	=	Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.
Nn	=	Average number of days, derived from existing rainfall records, on which a rainfall of Y mm or more were recorded for the calendar month.
Rw	=	Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration.
Rn	=	Average rainfall in mm for the calendar month, derived from existing rainfall records.
Y	=	Daily rainfall base value in mm. (Refer to PS12).
X	=	Average number of days per year with daily rainfall exceeding Y mm. (Refer to PS 12).

For the purposes of the contract Nn, Rn, X and Y shall have the values stipulated in the Project Specifications. The total extension of time is the algebraic sum of the monthly totals for the period concerned. Extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn.

If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take into consideration any delays as a result of flood damage which may cause further or simultaneous delays, and flood damage shall be treated

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

separately for the purposes of extension of time for completion.

The factor  $(N_w - N_n)$  is considered as a fair allowance for deviations from the normal for the number of days on which the rainfall exceeds Y mm. The factor  $(R_w - R_n)/X$  is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions.

The monthly averages  $(R_n$  and  $N_n)$  for this period shall be for the purposes of this contract be taken as normal. The values of X and Y are 20 and 10 respectively.

A year rainfall record for AVON is attached.

**RAINFALL RECORDS FOR PERIOD: RAINFALL STATION:**

MONTH	AVERAGE PRECIPITATION (mm)	DAYS
January	43	10
February	27	8
March	25	8
April	10	4
May	3	1
June	2	1
July	1	0
August	1	0
September	4	2
October	15	5
November	38	9
December	46	12
<b>Year</b>	<b>215</b>	<b>60</b>

**13.16 Unauthorized persons**

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

The Contractor to keep a "Site Visitor's Register" and steps to be taken to ensure that all visitors (all persons who is not Contractor's regular employee) register before entering the site. Sign to be provided to direct all visitors to Site Office

**13.17 Management meetings**

There will be scheduled monthly site progress and technical meetings, which all parties to Contract must attend. The meeting will be conducted by the Engineer. The Contractor will be required to submit his progress and forecast progress for the project during this meeting as well as his achievements of the preferential project goals. The Project Labour, Plants and equipment, all site incidents and events to be reported. The Community to be represented by Project Steering Committee (PSC) and the Community Liaison Officer (CLO).

**13.18 Electronic payments**

The Contractor to provide all his banking details when requested for the purpose of Electronic payments when as when necessary.

**13.19 Daily records**

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

**13.20 Payment certificates**

Monthly progress payment certificate shall be submitted to the Engineer's Representative on site on the last day of the calendar month in which the work wasdone to allow for reconciliation of all quantities, rates, extensions and additions in the certificate. Upon approval by the Engineer's Representative, the certificate shallbe submitted in typed Form to the Engineer before or on the 20th of each month following the month of measurement, together with the required number of copies, for certification. It will be assumed that the Contractor has made adequate provisionin the prices tendered for manufacture/supply, delivery, assembly and commissioning all necessary aids required to execute the contract.

Where day works have been instructed by the Engineer, the Contractor shall submitthe returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms included in the annexure to the Specifications.

**13.21 Proof of compliance with the law**

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

**14.0. PROVISIONAL SUMS**

It is to be noted that three quotations will be required prior commencement of tasks with provisional sum for approval. Works carried out without the approval of a quotationand /or instruction by the engineer will not be considered for payment and if such workhas been carried out incorrectly, the contractor will have to redo it. The engineers reserve their right to also source quotations for provisional sums items for comparisonand analysis purposes. Where the quotes from the contractor are unreasonably higherthan those sourced by the engineer, the engineer may instruct the contractor to utilisethe services of the lower services provider or supplier. Provisional Sums are allowed in the Schedule of Quantities for execution on instruction by the Engineer only, and include:

## PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

### B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the standard, standardised and particular specifications, allowance is made for 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 alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains the necessary additional specifications required for this particular contract.

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 relevant clause or payment item in the standard specification.

The number of a new clause or 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, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

## SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

### B1202 SERVICES

*Delete and replace the words:*

“Clause 15 of the general conditions of contract” in the first sentence of the eleventh paragraph with Clause 5.6.2 of the General Conditions of Contract for construction works 2<sup>nd</sup> Edition 2015.

### B1203 MEASUREMENTS AND PAYMENTS

Add the following item:

- a) B1203 – Relocation and protection of existing services Prov Sum

The engineer shall seek quotation for the removal or replacement of services as on site. Payment shall be made directly to the contractor, who shall in turn pay the respective service provider as per the approved quotation. The contractor shall be reimbursed for handling cost and profit on item B12.03 (b)

### B1204 MEASUREMENTS AND PAYMENTS

Add the following item:

- b) B1204 – Provision for community liaison officer Prov Sum

Appointment and monthly payment amount to the community liaison officer (CLO) shall be

**Contract: BM25/24/25**

**Part C: Scope of work**

**Section: Project Specifications**

determined by the employer. The contractor shall pay the monthly salary of the CLO on the last day of the month.

**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.

- a) Mine health and safety obligations Monthly

This item shall on monthly basis be for the contractor for meeting his health and safety contractual obligations as stipulated in the health and safety specifications.

- b) Special information signed as required in terms Lump sum

of construction OHS regulations

A once off lump sum payment will be paid when the contractor has supplied and installed all special signs required (i.e. construction site direction, no smoking, assembly area, escape route, fire extinguisher, PPE requirements etc).

- c) Provision for security guards Monthly

A monthly payment shall be made to the contractor when providing both day and night security to the site camp.

**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 14 of the general conditions of contract.”

*Add the following:*

The contractor will be responsible for verifying all dimensions of existing structures before preparing fabrication shop drawings or setting out the works.

**B1209 PAYMENT**

*Amend sub clause (e) Materials on site by deleting and replacing the words:*

**Contract: BM25/24/25**

**Part C: Scope of work**

**Section: Project Specifications**

“Clause 52 of the general conditions of contract” in the first sentence of the first paragraph with Clause 6.10.2 of the General Conditions of Contract for construction works 3<sup>rd</sup> Edition 2015.

**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 5.14.1 of the General Conditions of Contract for construction works 3<sup>rd</sup> Edition 2015.

**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"

**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 5.12.2.2 of the general conditions of contract for construction works 3<sup>rd</sup> 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 thirty (30).

**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 Clause 8.1 of the General Conditions of Contract for construction works 3<sup>rd</sup> Edition 2015.

**Contract: BM25/24/25**

**Part C: Scope of work**

**Section: Project 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. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

**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.

**SABS ENV 197-1: Cement – Composition, specifications and conformity criteria**

Typical new product nomenclature	
Cement type	Cement strength class
CEM I	32,5
CEM I	32,5R
CEM I	42,5
CEM I	42,5R
No provision made	No provision made
CEM II/A-S	32,5
CEM II/A-S	32,5R
CEM II/A-S	42,5
CEM II/A-V	32,5
CEM II/A-V	32,5R
CEM II/A-W	32,5
CEM II/A-W	32,5R
CEM II/A-V	42,5
CEM II/A-V	42,5R
CEM II/A-W	42,5
CEM II/A-W	42,5R
CEM III/A	32,5
CEM III/A	32,5R
CEM II/B-V	32,5
CEM II/B-W	32,5
CEM II/B-S	32,5R

CEM II/B-S	42,5
CEM III/A	32,5R
CEM III/A	42,5

## **B1230 ENVIRONMENTAL IMPACT CONTROL**

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Plan (EMP) included in Particular Specification C3.3 of this document, which provides, inter alia for:

- (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.



**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

- (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 B12.11(a) 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.

**B1231 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.

**B1232 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.

**B1233 COMMUNITY LIAISON OFFICER (CLO)**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The

**Section: Project Specifications**

contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer.

(b) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of six months basis, but with the option of renewal.

**B1234 MEASUREMENT AND PAYMENT**

Add the following items:

ITEM	UNIT
<b>B12.01 Provision for a Community Liaison Officer</b>	
a) Provisional sum for the payment of the Community Liaison Officer Provisional Sum	Month Percentage
b) Handling costs and profit in respect of sub-item B12.01(a)	(%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.01 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.”

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

ITEM	UNIT
<b>B12.02 Remuneration of Student Training:</b>	
(a) Student training - Civil Engineering	Prov Sum
(b) Provisional sum for the student in training materials and tools	Prov Sum
(c) Contractors' handling costs, profits and all other charges in respect of subitem B12.02 (a)	Percentage (%)

The prime cost sums are provided to cover the actual costs (including wages) for students of training as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract.

The tendered percentage in sub-item B12.02 (c) is a percentage of the amount actually spent under sub-items B12.02(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

ITEM	UNIT
<b>B12.03 Community Participation</b>	
a) Cost of community participation and Project Steering Committee support (Strictly 5 members @ R200 per sitting)	Month
b) Handling costs and profit in respect of sub-item B12.02(a)	Percentage (%)

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.03 (a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing community participation and PSC support."

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

ITEM	UNIT
<b>B12.04      Excavation</b>	
Excavating material within the following depth ranges below ground level for the exposing of/or searching for services	
(a) 0m to 2m	
(i) soft material	cubic metre (m <sup>3</sup> )
(ii) hard material	cubic metre (m <sup>3</sup> )

Measurement and payment shall be as specified for item 22.01 in the standard specifications.

ITEM	UNIT
<b>B12.05      Backfilling</b>	
(i)      Using the excavated material	cubic metre (m <sup>3</sup> )
(ii)     Using imported selected material	cubic metre (m <sup>3</sup> )

Measurement and payment shall be as specified for item 22.02 in the standard specifications.

ITEM	UNIT
<b>B12.06      Removal; realignment and replacement of services as ordered by engineer</b>	
(i)      Utility services	
(a) The removal, protection and replacement of services	Prov Sum
(ii)     Handling cost and profit in respect of item B12.05(i)(a)	Percentage (%)

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

Payment of item B12.06(a)(i) shall be on a provisional basis and in accordance with the provisions of the General Conditions of Contract. The Contractor shall be fully compensated for all costs incurred in the removal; realignment and replacement of services as ordered by the engineer.

For item B12.06(a)(ii) the tendered percentage is a percentage of the amount actually spent under item B12.06(a)(i), which shall include full compensation for the profit in connection with providing the specified service.

ITEM	UNIT
<b>B12.07      Land Acquisition and services rebuilds for encroachment</b>	Prov Sum

Expenditure of the above item shall be made in accordance to the instruction of the engineer.

ITEM	UNIT
<b>B12.08      OHS Requirements complete with Health and Safety Plan</b>	Prov Sum

Expenditure of the above item shall be made in accordance to the instruction of the engineer.

**SECTION 1300: CONTRACTOR'S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**B1303 PAYMENT**

*Add the following at the end of Item 13.01(1).*

"..... and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

*Add the following new pay item: -*

For the schedule of quantities, the combined total tendered for sub-items (a), (b) and (c) Shall not exceed 15% of the tender sum (VAT excluded)

**SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

**(a) General**

Delete the fourth sentence in the first paragraph of Sub-clause 1402 (a) and replace with:

Office buildings shall have timber or concrete floors covered with edge-to-edge foam-backed needle-punched carpeting, and laboratory buildings shall have concrete floors.

Add the following new paragraph at the end of this sub-clause:

The offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the contractor's offices and laboratory, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorised entry to the Engineer's offices and laboratories and to ensure the general security of the offices and laboratories.

Add the following

"Supplementary details of the engineer's offices and laboratory will be supplied to the contractor during his establishment on site.

It is a requirement of the contract that the offices for the engineer's supervisory staff shall be supplied with approved burglar proofing, the cost of which shall be included in the relevant tendered rates"

# **B1406 MEASUREMENT AND PAYMENT**

Changed the unit of measurement of item 14.01 (e) to number and renumber as follows:

<b>Item</b>	<b>Unit</b>
<b>B14.01 (e) Ablution units</b>	<b>number (No.)</b>

Add the following subitem to item 14.01

Add the following pay items under item 14.03 (b) Prime-Cost items and items paid for in a lump sum:

<b>Item</b>	<b>Unit</b>
(ix) Provision of a cellular telephone service, including the running cost of sum 2 phones and calls in connection with contract administration.	PC
(x) Handling costs and profit in respect of Subitem B14.03 (b) (ix) above	%

<b>ITEM</b>	<b>UNIT</b>
<b>B14.09</b> 1. Rental, Hotel and other Accommodation of Engineer's Personal	Prov Sum
2. Handling costs and profit in respect to item B14.09 (1)	

"The engineer may arrange for the obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under the provisional sum in sub-item B14.09 and shall be expended on a monthly basis by the contractor as ordered by the engineer."

## **SECTION 1500: ACCOMMODATION OF TRAFFIC**

### **B1501 SCOPE**

Add to Clause 1501 the following:

The scope of this section shall also include the preparation and submission to the Engineer for approval of traffic management plans. The traffic management plans shall demonstrate how the Contractor intends accommodating and controlling traffic

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

through the site. The plans must incorporate all the requirements of the specifications in respect of the accommodation of traffic, including the traffic control devices and the personnel involved. A traffic safety officer shall be specifically named in the Plan together with 24 hr contact details. Copies of the plans shall be made available to the Engineer, the Employer, Local Authorities, the Police and Emergency Services.

The accommodation of traffic shall generally be undertaken in the following manner:

- (a) Via gravel diversions, where practical in terms of space and the terrain.
- (b) By dealing with traffic under construction where no diversions are possible.
- (c) By diverting traffic along the existing road where the route is being realigned.

**B1502 GENERAL REQUIREMENTS**

**(a) Safety**

Add to Sub-clause 1502(a) the following:

Information in respect of intersections, accesses, bus stops, traffic volumes, pedestrians etc is given in Part B of these Project Specifications.

**(b) Providing Temporary Deviations**

Add to Sub-clause 1502(b) the following:

The contractor shall keep the provincial traffic police, the municipal traffic departments and the engineer fully informed with regard to any changes in the normal traffic flow and obtain their approval for these changes.

During the non-working hours, all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed or effectively covered.'

It is a condition of this contract that not more than 10 km of deviation should be open to public traffic at any one time, and that not more than three separate deviations should be open at any one time. No additional payments will be made where situations arise that the contractor has deviations cross over the roadway under construction.

**(i) Traffic Safety Officer**

Add to Sub-clause 1502(i) the following:

The Contractor shall submit a CV of the candidate to the Engineer for approval before the Traffic Safety Officer is appointed. The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.



**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

Delete Sub-clause 1502(i), sub-sub-clauses (ii) and (iii) and replace with the following:

- (ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each unit shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the Traffic Safety Officer and shall be signed by the Traffic Safety Officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.”

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9:30 and by 16:30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Engineer such record sheets by 10:00 and by 17:00 each day. The Traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10:00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control men employed.

The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and 3 labourers at his disposal 24 hrs a day and he shall be directly answerable to the Contractor's Site Agent. The Traffic Safety vehicle shall be a truck with a capacity of 5 tons and shall be equipped with a high visibility rear panel as shown on Figure 24 of Road Signs Note No.13. The Traffic Safety Officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the Contract. The provision of the Road Safety Vehicle, driver, three labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the Contractor's establishment on site.

Add to Sub-clause 1502(i) the following new sub-sub-clauses:

- (ix) Ensure that all obstructions, soil and gravel heaps, related to the Contractor's activities be removed before nightfall where applicable and as instructed by the Engineer and that the roads are safe for night traffic.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

- (x) The Traffic Safety Officer shall, in addition to the duties listed in Clause 1502(i), also be responsible for removal of broken-down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, and shall be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.”

Add the following new Sub-clauses to Clause 1502:

**(j) Public traffic**

The contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the road. All halting of traffic will require the prior approval of the engineer and must be pre-arranged with the appropriate traffic authorities.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

**(k) Failure to comply with provisions**

The failure or refusal of the Contractor to provide barricades or traffic signs at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Engineer, shall be sufficient cause for the suspension of all work under this Contract without any additional compensation to the Contractor until the required accommodation of traffic has been completed to the satisfaction of the Engineer. The above shall be sufficient cause for the Engineer to deduct penalties as follows:

- A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the standard specifications and section B1500 of the Project Specifications.
- In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Engineer. The Engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The penalties shall be deducted from the payment certificate for the month in which the non-compliance occurs.

Payment will also be deducted in accordance with Payment Item B15.01 of these Project Specifications.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

**(l) Access to work area**

Construction traffic will only be permitted to enter or leave the work area at points approved by the Engineer and as clearly indicated on the traffic management plans. When any access point is in use, flagmen shall be provided for each such point. At least two flagmen shall be stationed at the access point to control the movement of construction traffic, and to warn public traffic on both lanes of the existing road. It is not the purpose of these flagmen to stop public traffic flow.

**(m) Extension of time for completion**

Accommodation of public traffic on the works or any delays caused thereby, as well as any suspensions due to failure by the Contractor to comply with the provisions for the accommodation of traffic, will not be regarded as special circumstances for an extension of time.

**B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES**

Replace the first sentence of the first paragraph of Clause 1503 with the following:

The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 Roadworks, and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly, and he shall replace any that have been damaged, lost, stolen or obliterated at his own cost.

Replace the third paragraph of Clause 1503 with the following:

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the latest edition of Road Signs Note No.13, Roadworks, these special provisions, the drawings and the South African Road Signs Manual. The recommended arrangements of the traffic control devices illustrated in Appendices 1 to 6 of Road Signs Note No.13 and/or drawings shall not be departed from without prior approval of the Engineer. Typical arrangements expected to be used in the Contract are given on the tender drawings.

However, this shall not absolve the Contractor of his obligations in preparing traffic management plans as per this Project Specification.

The details shown for spacing and placement of traffic-control facilities may, however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions

**(b) Road signs and barricades**

Add to Sub-clause 1503(b) the following:

The Contractor shall be responsible for the protection and maintenance of all signs and shall at his own cost replace any that have been damaged, or lost, or stolen.

All temporary road signs shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included for in the tendered rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the Contract are those designated in Road Signs Note No.13.

The covering of permanent road signs, if applicable, shall be by utilising a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastening by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be deemed to be covered by the tendered rates of items B15.01 and 15.10.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regards to signposting are met and written approval of the Engineer is obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the immediate replacement of damaged or missing items, in any case, within three hours of instructions having been given by the Engineer. Delineators shall be of the flexible plastic reversible variety and not of the rigid metal variety.

Should the Contractor fail to respond to an instruction to re-erect a road sign within the designated time or fail to comply to the requirements, the work on that section will be suspended without any compensation to the Contractor.

**(c) Channelization devices and barricades**

Add to Sub-clause 1503(c) the following:

Delineators shall be of plastic and shall be capable of withstanding winds caused by passing traffic in typical working conditions without falling over. To achieve this, the base shall be ballasted using sandbags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material shall be used only at short term lane deviations during daylight. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night-time shall be demarcated by delineators only.

The use of steel drums as channelization devices will not be allowed on this Contract unless instructed by the Engineer. Channelization shall be affected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks.

**(e) Warning devices**

Add to Sub-clause 1503(e) the following:

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles. The Contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Engineer, ineffective shall be immediately replaced by the Contractor.

Add the following New Sub-clauses to Clause 1503:

**(g) Other signs and facilities**

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. The road signs shall conform with the requirements of the South African Traffic Signs Manual, Road Note 13 or specification provided by the Engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers."

Cones shall be manufactured and positioned in accordance with the details specified on the drawings.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the Contractor, or the dirty traffic cones and road signs shall be replaced with new ones at the cost of the Contractor, as directed by and to the satisfaction of the Engineer.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

**(h) Safety jackets**

The Contractor will be responsible to ensure that all construction workers, staff of the Engineer and visitors shall wear safety jackets when moving around on site. The jackets shall be of an approved type, orange in colour and shall be to the approval of the Engineer. The Contractor shall provide the Engineer with four jackets.

**B1510 MEASUREMENTS AND PAYMENTS**

B1510 – Provisional sum for the relocation and repair of traffic signals Prov Sum

The engineer shall determine the cost of existing traffic lights through quotation from specialised service providers. Upon the completion of the works, the amount due to the specialised service provider will be paid directly to the contractor who shall be required to pay service provider upon receipt of payment from the employer.

**B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS**

Amend Clause 1513 as follows:

In the third line of the third paragraph, delete “4 km” and replace with “3 km”.

In the second line of the fourth paragraph, delete the word “four” and replace with “three”. Also, delete “2 km” and replace with “3 km”.

**B1517 MEASUREMENT AND PAYMENT**

Add the following to the last paragraph of payment item 15.03 as follows:

The tendered rate shall also include for the preparation of traffic management plans and their submission to the Engineer for approval.

Add the following new pay item 15.14

Item	Unit
The provision and maintenance of rotating lights, Safety vests for the use by the Engineer and his staff	
(a) Rotating lights	No
(b) Safety vests	No

**SECTION 1700: CLEARING AND GRUBBING**

**B1702 DESCRIPTION OF THE WORK**

**(a) Clearing**

The payment for the clearing of concrete structures, which cannot be cleared by means of a bulldozer, as described under clause 1702(a), shall be made according to item B17.06.

**(e) Existing roads**

Where new construction work extends over existing roads, the existing road surface shall be ripped and removed if so directed by the engineer. The work as described above will be paid for under item 17.01.

**(f) Removal of trees**

Only trees identified and marked by the engineer shall be removed.

**B1703 EXECUTION OF WORK**

**(c) Disposal of material**

The contractor shall dispose of all trees, tree stumps, rubble and all non-combustible rubbish at an approved dumping site. Rates tendered shall include an unlimited free haul distance to the approved dumping site.

**B1704 MEASUREMENT AND PAYMENT**

**Item**

**Unit**

**B17.01 Clearing and Grubbing:**

- |  |                               |
|--|-------------------------------|
| (a) Clearing, loading and disposal of existing debris,<br>Rubbish and waste from site to the waste disposal<br>Area including haulage for distance up to 12km single Trip. | Cubic meter (m <sup>2</sup> ) |
|--|-------------------------------|

The contractor shall carry out a survey of the boundaries of all areas where debris exists such areas will be compared and agreed with the engineer's assessments. Final quantity shall be agreed upon before commencing with failure by the contractor to provide his calculations prior to executing the work shall render the engineer calculations as final. The rate shall include clearing, collecting, loading and transformation to dump site of the debris, rubbish stockpiles, waste from wilding material.

The unit of measurement shall be the cubic meter of existing concrete demolished and removed.

The tendered rates shall include full compensation for all demolition and for loading, transporting and disposing of the products of demolition, including an unlimited free haul distance to an approved dumping site.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

Payment shall distinguish between plain and reinforced concrete. For the purposes of this item, reinforced concrete shall be defined as concrete containing at least 0,2% of steel reinforcement measured by volume.

**SECTION 5100: PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION**

**B5101 SCOPE**

Add to Clause 5101 the following;

The section also covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

**B5102 MATERIALS**

Add new Sub-Clause to Clause 5102

5102 (i) Mechanical Saw Cutting

(a) plant

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified. Skill operator shall be required for operating sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

(b) Preparation to saw cutting

Before saw cutting may commence, the cut line shall be accurately pre-marked to the specified dimensions in term of the drawings or as instructed by the engineer.

(c) Construction tolerances

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

(a) Horizontally

Mechanical deviation from the specified line shall not be more than 5mm

(b) Vertically

The cut depth shall never be less than the specified depth but shall not exceed the specified depth by more than 15mm.



**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

**SECTION 5600 ; ROAD SIGNS**

**B5609 MEASUREMENT AND PAYMENT**

This quantities listed in the schedule of quantities is for tender purposes only. Final sign drawings will be issued during construction.

<b>ITEM</b>	<b>UNIT</b>
-------------	-------------

**B56.01 Road sign boards with painted or colored semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro- reflective material, where the sign board is constructed from:**

(c) Pre-painted galvanized steel plate (chromadek 1,6mm thick or approved equivalent):	m <sup>2</sup>
--	----------------

The tender rate shall include full compensation for all labour and material, painting, post, excavation, backfilling soil etc as may be completing the work in accordance with the details shown on the drawing.

<b>ITEM</b>	<b>UNIT</b>
-------------	-------------

<b>B56.09 Raised paved pedestrian crossing complete with roads signs and paint markings as typical drawing</b>	
(a)Speed Humps	No.

The unit of measurement shall be the number of paved raised pedestrian crossings complete with road signs, road studs and paint markings as indicated on the drawings. The tendered rate shall include full compensation for all the labour and material, painting, retro-reflective material, posts, excavation, backfilling, etc. as may be necessary for completing the work in accordance with the details shown on the drawings.”

<b>ITEM</b>	<b>UNIT</b>
-------------	-------------

**B56.08 Erection of Construction Name board**

(a)Erection of Construction Name board as per the design drawing	No.
--	-----

The tender rate shall include full compensation for all labour and material, painting, post, excavation, backfilling soil etc as may be completing the work in accordance with the details shown on the drawing.

ITEM	UNIT
<b>B56.09</b> <b>Raised paved pedestrian crossing complete with roads signs and paint markings as typical drawing</b> (a)Speed Humps	No.

The unit of measurement shall be the number of paved raised pedestrian crossings complete with roads signs, road studs and paint markings as indicated on the drawings. The tendered rate shall include full compensation for all the labour and material, painting, retro-reflective material, posts, excavation, backfilling, etc. as may be necessary for completing the work in accordance with the details shown on the drawings.”

#### **B5704    MECHANICAL EQUIPMENT FOR PAINTING**

Add to Clause 5704 the following:

The machine shall always operate in the direction of the traffic when applying lane markings.

### **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.

#### **▪            SCHEDULE B: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

##### **General Environmental Guidelines**

This EMPr has been compiled in fulfilment of the requirements of the National Environmental Management Act (Act 107 of 1998) and other associated regulations and is therefore legally binding. BLM’s responsibilities include the appointment of an independent an Environmental Control Officer (ECO) for the duration of the project; responsible for implementing the EMPr and associated policies, procedures, and bylaws. The ECO is required to ensure that all personnel involved in the project are trained and familiar with the requirements of the EMPr.

There are several management actions required to ensure that the EMPr objectives are met. The construction and operational activities must ensure that the following is adhered to:

- Works are conducted in accordance with relevant environmental statutory requirements and non-statutory policy, as detailed throughout this EMPr;
- Works are conducted to cause the least possible disturbance to the environment and to aid rehabilitation;

**Section: Project Specifications**

- Works are conducted in such a way as to minimise the likelihood of environmental degradation;
- Works are conducted in such a way as to manage the impact of the works (e.g., noise, traffic, etc.) on neighbouring properties;
- All employees engaged in the works comply with the requirements of the EMPr;
- Clear procedures are provided for the management of environmental impacts, including corrective actions;
- Identify management responsibilities and reporting requirements to ensure compliance with the EMPr; and
- To ensure safe and healthy conditions for humans and animals during the road maintenance.

**Environmental Control Officer (ECO)**

As indicated above, the ECO will be responsible for implementing the EMPr and will also conduct monthly audits and a detailed audit report must be submitted to MLM for review and correction of non-compliance where applicable. If queries or problems arise for issues that cannot be proficiently addressed by the ECO, he must seek advice from a person or persons that are knowledgeable and experienced in the relevant field. Outstanding non-compliances will be conveyed to MLM who will further communicate, in writing, with the National Department of Environment Forestry and Fisheries (DEFF) or the Provincial Authorities who will then decide on appropriate action.

**Failure to comply with the Environmental Considerations**

The ECO will, acting reasonably, have the authority to order the contractor to suspend part or all the works if he causes unacceptable damage to the environment by not adhering to the specifications set out below. The suspension will be enforced until the offending parties' actions and procedures are corrected, and adequate mitigation measures are implemented.

**Progress / Site Meetings**

Environmental issues shall be put on the agenda as a discussion point during meetings. The ECO, or a designated person involved with environmental issues on the project, shall attend the progress and or site meetings regularly to provide feedback on any outstanding or contentious environmental matters.

**1.1 Public Engagement**

The links to the community that will be established must be maintained and utilised to the mutual benefit of all parties. The ECO is responsible for addressing any environmental problems or queries raised by the community and must maintain close contact with the representatives thereof. This EMPr will be

**Contract: BM25/24/25**

**Part C: Scope of work**

**Section: Project Specifications**

made available, on request, for perusal by the public.

The ECO must keep a complaint register where all complaints raised by the Interested and Affected Parties (I&APs) must be included in the register and addressed. The following must be recorded:

- Complainant's name;
- Address;
- Phone number;
- Description of complaint;
- Date when the complaint was raised; and
- Action taken.

applicable legislation

Following the requirement of Appendix 4 of the EIA Regulations of 2014 as amended, the EMPr must provide a detailed list of applicable legislation, presented in Table 3. The table highlights the acts and legislation relevant to the project, and pertinent to the activities undertaken on site. The EMPr considers Municipal policies, plans, and by-laws as well as world best practices. The legislation applicable to the project is not an exhaustive analysis; however, it provides a guideline to the relevant aspects of each act.

#### Applicable Bi-laws and Legislation

Aspect	Relevant Legislation	Brief Description
Human	The Constitution of South Africa, 1996 (Act No. 108 of 1996)	<p>The Constitution of South Africa, 1996 (Act No.108 of 1996) provides for an environmental right (contained in the Bill of Rights, Chapter 2). In terms of Section 7, the state is obliged to respect, promote, and fulfil the rights in the Bill of Rights. The environmental right states that:</p> <p>“Everyone has the right -</p> <ol style="list-style-type: none"> <li>To an environment that is not harmful to their health or well-being; and</li> <li>To have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that - <ul style="list-style-type: none"> <li>Prevent pollution and ecological degradation;</li> <li>Promote conservation; and</li> <li>Secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.”</li> </ul> </li> </ol>
Environment	National Environmental Management: Act 1998, (Act No. 107 of 1998)	<p>The overarching principles of sound environmental responsibility are reflected in the National Environmental Management Act, 1998 (Act No. 107 of 1998) (NEMA). The principles set out in the National Environmental Management Act, 1998 (Act No. 107 of 1998), hereafter, are referred to as NEMA. Construction and operation must be conducted in line with the generally accepted principles of sustainable development, integrating social, economic, and environmental factors.</p>
Biodiversity	National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004)	<p>The purpose of the National Environmental Management Biodiversity Act, 2004 (Act No. 10 of 2004) (NEMBA) is to provide for the management and conservation of South Africa's biodiversity within the framework of the NEMA and the protection of species and ecosystems that warrant national protection. As part of its implementation strategy, the Biodiversity permit must be applied for the</p>

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

		removal of the protected trees (Morula trees) noted on site.
Protected Areas	National Environmental Management: Protected Areas Act, 2003 (Act No.57 of 2003)	The purpose of this Act is to provide for the protection, conservation, and management of ecologically viable areas representative of South Africa's biological diversity and its natural landscapes.
Heritage Resources	National Heritage Resources Act, 1999 (Act No. 25 of 1999)	<p>The proposed road maintenance exceeds 300m in length.</p> <p>Due to the nature of the project, the project is the maintenance of the road, it is very unlikely that any sites or features dating to the pre- colonial history of the region would still exist in the study area. However, isolated objects such as Stone artefacts might be exposed in areas close to stream beds.</p> <p>The National Heritage Resources Act, 1999 (Act No. 25 of 1999) legislates the necessity for cultural and heritage impact assessment in areas earmarked for development, which exceed 0.5 ha. The Act makes provision for the potential destruction of existing sites, pending the archaeologist's recommendations through permitting procedures. Permits are administered by the South African Heritage Resources Agency (SAHRA). The current activities do not trigger any activity listed in the heritage Act. Current operations do not trigger any HIA listed activities; Due to the nature of the project, the project is maintenance of the road, it is very unlikely that any sites or features dating to the pre-colonial history of the region would still exist in the study area. However, isolated objects such as Stone Age artefacts might be exposed in areas close to stream beds.</p>
Air quality management and control	National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004)	<p>The object of the Act is to protect the environment by providing reasonable measures for the protection and enhancement of air quality and to prevent air pollution.</p> <p>Section 32 of the National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004) deals with dust control measures in respect of dust control. It provides that the Minister or MEC may prescribe measures for the control of dust in specified places or areas,</p>

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

		either in general or by specified machinery or in specified instances, the steps to be taken to prevent nuisance by dust or other measures aimed at the control of dust.
Noise Management and Control	Noise Control Regulations in terms of the Environmental Conservation, 1989 (Act 73 of 1989)	<p>The assessment of impacts relating to noise pollution management and control, where appropriate, must form part of the EMP. Applicable laws regarding noise management and control refer to the National Noise Control Regulations issued in terms of the Environmental Conservation, 1989 (Act 73 of 1989).</p> <p>There is no requirement for a noise permit in terms of the legislation.</p>
Water	National Water Act, 1998 (Act 36 of 1998)	<p>This Act provides for fundamental reform of the law relating to water resources and use. The preamble to the Act recognizes that water resource management aims to achieve sustainable use of water for the benefit of all users and that the protection of the quality of water resources is necessary to ensure sustainability of the nation's water resources in the interests of all water users.</p> <ul style="list-style-type: none"> <li>• Under S21 of the Act, water uses must be licensed unless such water use falls into one of the categories listed in S22 of the Act or falls under the general authorisation.</li> <li>• In terms of S19, the project proponent must ensure that reasonable measures are taken throughout the life cycle of this project to prevent and remedy the effects of pollution to water resources from occurring, continuing, or recurring.</li> <li>• The proposed development requires a Water Use License as per the following regulations:</li> </ul>

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

		<ul style="list-style-type: none"> <li>• Section 21 (i): altering the bed, banks, course, or characteristics of a watercourse.</li> <li>• Requirements set by S19 will apply throughout the life-cycle of the project</li> </ul>
Agricultural Resources	Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983)	<p>The Act aims to provide control over the utilization of natural agricultural resources to promote the conservation of the soil, water resources, and vegetation and to combat weeds and invader plants. Section 6 of the Act makes provision for control measures to be applied to achieve the objectives of the Act.</p> <p>Regulation 15 of GNR1048 provides for the declaration of weeds and invader plants, and these are set out in Table 3 of GNR1048. Declared Weeds and Invaders in South Africa are categorised according to one of the following categories:</p> <ul style="list-style-type: none"> <li>• Category 1 plants: are prohibited and must be controlled.</li> <li>• Category 2 plants: (commercially used plants) may be grown in demarcated areas providing that there is a permit and that steps are taken to prevent their spread.</li> <li>• Category 3 plants: (ornamentally used plants) may no longer be planted; existing plants may remain, as long as all reasonable steps are taken to prevent the spreading thereof, except within the flood line of watercourses and wetlands.</li> </ul> <p>An alien species management plan to be included in the requirements of the EMPr.</p>
Waste	National Environmental Management Waste	To reform the law regulating waste management to protect health and the environment by providing reasonable measures for the prevention of pollution and



**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

	Act, 2008 (Act 59 of 2008)	<p>ecological degradation and for securing ecologically sustainable development; to provide for institutional arrangements and planning matters; to provide for national norms and standards for regulating the management of waste by all spheres of government; to provide for specific waste management measures; to provide for the licensing and control of waste management activities; to provide for the remediation of contaminated land; to provide for the national waste information system; to provide for compliance and enforcement; and to provide for matters connected therewith.</p> <p>In terms of GNR921, no waste license is required for the project</p> <ul style="list-style-type: none"> <li>Waste handling, storage and disposal during construction and operation are required to be undertaken in accordance with the requirements of this Act, as detailed in the applicable EMP, as well as in accordance with the relevant Norms and Standards.</li> </ul>
--	----------------------------	--

**Method statements for the activities to be carried out**

The following Method Statements (MS) related to site activities must be prepared and signed by the Project Manager (PM) to ensure compliance with applicable legislation. This list has not exhausted all the activities/aspects that may require MS of the railway siding activities:

- Site establishment
- Preparation of the site (i.e., clearing vegetation, compacting soils, and removing existing infrastructure and waste).
- Soil management/stockpiling and erosion control.
- Excavations and backfilling procedure.
- Stipulate norms and standards for water supply and usage (i.e.: comply strictly with licence and legislation requirements and restrictions)
- Stipulate the stormwater management procedures recommended in the storm water management method statement.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

- Ablution facilities (placement, maintenance, management, and servicing)
- Solid Waste Management:
- Dust and noise pollution
- Hazardous substance storage
- Fire prevention and management measures on-site.
- Fauna and flora protection process on and off-site
- Incident and accident reporting protocol.
- General administration
- Rehabilitation
- Decommissioning

**Project team Roles and responsibilities**

The roles of the responsible people on site are included below:

**The Client/Developer (BLM)**

- The developer (refers to as BLM) remains responsible for ensuring that the maintenance is implemented according to the requirements of the EMPr.
- Although the developer appoints specific role players to perform functions on his/her behalf, this responsibility is delegated.
- The developer is responsible for ensuring that sufficient resources (time, financial, human, equipment, etc.) are available to the other role players (e.g. the ECO, Engineer, and contractor) to efficiently perform their tasks in terms of the EMPr.
- The developer is liable for restoring the environment in the event of negligence leading to damage to the environment.
- The developer must ensure to appoint an independent Environmental Control Officer (ECO to monitor and audit the implementation of the EMPr and environmental authorisation.
- The ECO must have the appropriate experience and qualifications to undertake the necessary tasks

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

- The developer must appoint an independent Environmental Control Officer (ECO) during the construction phase to oversee all the environmental aspects relating to the development.

**Contractor and service providers**

All contractors (including sub-contractors and staff) and service providers are responsible for:

- and the service providers are bound to the EMPr conditions through their contract and appointments with the developer. Accordingly the contractors and service providers should; Thoroughly familiarise themselves with the EMPr requirements during construction phases and must request clarification on any aspect of these documents, should they be unclear.
- Ensuring that they have provided a sufficient budget for complying with all EMPr conditions at the tender stage.
- Ensuring adherence to the environmental management specifications.
- Ensuring that Method Statements are submitted to the Site Manager, and ECO, for approval before any work is undertaken. Any lack of adherence to this will be considered as non-compliance to the specifications of the EMPr.
- Ensuring that any instructions (whether verbal or written) issued by the site manager, project manager or site engineer, ECO, in terms of the EMPr are adhered to.

**Environmental Control Officer (ECO)**

- The Environmental Control Officer (ECO) is appointed by the developer as an independent monitor of the implementation of the EMPr. He/she must form part of the project team and be involved in all aspects of project planning that can influence environmental conditions on the site. The ECO must attend relevant project meetings, conduct inspections to assess compliance with the EMPr, and be responsible for providing feedback on potential environmental problems associated with the maintenance. In addition, the ECO is responsible for:
- Assisting in ensuring that the necessary environmental authorisations and permits have been obtained before construction commencing.
- Reviewing the Contractor's construction Method Statements.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

- Monthly site inspections of all construction areas with regard to compliance with the EMPr.
- Monitoring and verifying adherence to the EMPr, and approved Method Statements at all times.
- Monitoring and verifying that environmental impacts are kept to a minimum.
- Taking appropriate action if the specifications are not followed.
- Monitoring the undertaking by the Contractor of environmental awareness training for all new personnel coming onto site.
- Advising on the removal of person(s) and/or equipment not complying with the specifications.
- Auditing the implementation of the EMPr monthly.
- Compiling a final audit report regarding the EMPr and its implementation during the construction period after completion of the contract and submitting this report to the Employer and the project team.

The ECO has the right to enter the site and conduct monitoring inspections and auditing at any time, subject to compliance with health and safety requirements applicable to the site (e.g., wearing safety boots and protective headgear).

**Resident Engineer (RE)**

The Resident Engineer (RE) will be appointed by the 'Developer' and will be required to oversee the construction program and construction activities performed by the Contractor. The RE is expected to liaise with the Contractor and ECO on environmental matters, as well as any pertinent engineering matters where these may have environmental consequences. He/she will oversee the general compliance of the Contractor with the EMPr and other pertinent site specifications. The RE will also be required to be familiar with the EMPr specifications and further monitor the Contractor's compliance with the Environmental Specifications on a daily basis, through the Site diary, and enforce compliance.

**The National and or Local/Provincial Environmental Authority**

The competent authorities are responsible for authorising any required licenses or permits and to enforce compliance with the legislative requirements. They have the right to access the site for compliance monitoring inspections at any given time, subject to compliance with health and safety requirements applicable to the site (e.g., wearing of safety boots and protective headgear).

## **ENVIRONMENTAL MANAGEMENT MEASURES**

The following section serves to prescribe mitigation measures to prevent, reduce, eliminate, or compensate for impacts, to acceptable/insignificant levels.

### **Pre-Construction Management Programme**

The pre-construction management program is to be used as a guide during the planning, design and detailing of the development components. This part of the programme is to be referenced by all involved in decision making during the planning and design phases.

### **Monitoring programme**

This section focuses on the systems and procedures required to ensure that the environmental specifications contained in the EMPr are effectively implemented, monitored and recorded. A copy of the EMPr will be available on site at all times.

The appointed ECO is responsible for ensuring compliance with the EMPr. It is recommended that periodic EMPr compliance reports (audits) are compiled by the ECO and submitted to MLM and contractor for review and correction of non-compliance issues. It is the responsibility of the ECO to report any non-compliances to the relevant authorities.

The I&APs must be allowed access to the EMPr document. They have the right to monitor specific aspects of the EMPr in conjunction with the Client; however, no member of the public may enter the construction site without prior approval from the Client.

The ECO shall keep a record of all complaints received from the community and communicate them to the project manager. These complaints must be addressed and mitigated, within reason. Records relating to the compliance/non-compliance with the conditions of the EMPr as well as audits reports shall be kept in good order and shall be made available to Authorities as requested.

**OBJECTIVE:** Monitor the performance of the control strategies employed against environmental objectives and standards

A monitoring programme must be in place not only to ensure conformance with the EMPr, but also to monitor any environmental issues and impacts which have not been accounted for in

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

the EMPr that are or could result in significant environmental impacts for which corrective action is required. The contractor project manager will work with the site manager of the contractor to ensure that monitoring is conducted and reported. The aim of the monitoring and auditing process would be to routinely monitor the implementation of the specified environmental specifications, in order to:

- Monitor and audit compliance with the prescriptive and procedural terms of the environmental specifications.
- Ensure adequate and appropriate interventions to address non-compliance.
- Ensure adequate and appropriate interventions to address environmental degradation.
- Provide a mechanism for the lodging and resolution of public complaints.
- Ensure appropriate and adequate record keeping related to environmental compliance.
- Determine the effectiveness of the environmental specifications and recommend the requisite changes and updates based on audit outcomes, in order to enhance the efficacy of environmental management on site.

#### **Method of Monitoring**

The independent ECO will ensure compliance with the EMPr and will conduct monitoring activities. The ECO will undertake site inspections on a monthly basis. The ECO will report all non-compliances to the Site Manager and submit such reports to the Developer.

#### **Monitoring report**

A monitoring report will be compiled by the ECO on a monthly basis and must be submitted to the Developer and presented to the project team as deemed practical or with the Final audit report. The report should include details of the activities undertaken in the reporting period, any non-conformances or incidences recorded, corrective action required and details of these non-conformances or incidents which have been closed out.

#### **Emergency Procedures**

The Contractor must ensure that all emergency procedures are in place prior to commencing work. Emergency procedures shall include, but are not limited to, fire, spills, contamination of the ground, accidents to employees, use of hazardous substances and materials, etc.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

The Contractor shall ensure that lists of all emergency telephone numbers/contact persons (including fire control) are kept up to date and that all numbers and names are posted at relevant locations throughout the construction and operational phases.

### **Environmental Incidents**

“Incident” means an unexpected sudden occurrence including a major emission, fire or explosion leading to danger to the public or potentially serious pollution of or detriment to the environment whether immediate or delayed. In terms of Section 30 of the National Environmental Management Act 107 of 1998 (NEMA), the incident must be reported to the Environmental Officer (ECO) as soon as the incident is discovered. The ECO must, through the most effective means reasonably available, provide details of the incident (as outlined in NEMA) to the Director General of the Department of Forestry, Fisheries and Environment (DFFE), the South African Police Services (SAPS) and the relevant fire prevention services, the relevant provincial Head of Department and all persons whose health may be affected by the incident.

The ECO, as the responsible person, must as soon as reasonably practical after knowledge of the incident undertake the following:

- Take all reasonable measures to contain and minimise the effects of the incident, including its effect on the environment and any risks posed by the incident to the health, safety and property of persons.
- Undertake clean-up procedures.
- Remedy the effects of the incident.
- Assess the immediate and long-term effects of the incident on the environment and public health.

The ECO, as the responsible person, must, within 14 days of the incident; report to the persons outlined above such information as is available to enable an initial evaluation of the incident. Records of all incidents must be retained for a period not less than five years.

### **Safety**

The Client shall ensure the following:

- Compliance with the Occupational Health and Safety Act 85 of 1993;
- Reasonable measures are taken to ensure the safety of all site staff;

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

- All vehicles using public roads are in a roadworthy condition, drivers adhere to the speed limits, and loads are secured.
- All Local, Provincial and National regulations are adhered to; and
- All accidents and incidents are recorded and reported to the SHE officer and/or relevant authority (Labour, LEDET etc.).
- The SHE officer must have contact details of the nearest emergency rooms (hospitals) to the site, of both private and public hospitals.

Failure to comply with the Environmental Considerations

The project manager will, acting reasonably, have the authority to order the contractor to suspend part or all the works if he causes unacceptable damage to the environment by not adhering to the specifications set out above. The suspension will be enforced until such time as the offending parties' actions, procedures and/or equipment are corrected, and adequate mitigation measures implemented.

**1800: DAYWORKS**

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

**D. 1 SCOPE**

According to clause 6.5 of the general conditions of contract for construction works (GCC) 2015 3<sup>rd</sup> edition, 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 6.5 of the General Conditions of Contract 2015 3<sup>rd</sup> edition.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

**D. 2 TYPE OF WORK**



**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

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 Section 1800 for Daywork materials. The Contractor shall enter a tendered percentage in the section 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 General Conditions of Contract 2015 3<sup>rd</sup> edition.

▪ **D. 4 CONSTRUCTION PLANT HIRE**

Where daywork is ordered, the tendered rates for plant hire in Section 1800 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 of the General Conditions of Contract 2015 3<sup>rd</sup> edition 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**

▪ The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Section 1800. 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.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

- The Contractor's attention is drawn to the requirements of Sub-clauses 6.5.3 and 6.5.4 of the General Condition of Contract 2015 2<sup>nd</sup> edition with regard to the submission of Dayworks claims.

**B12.05: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

**E1. SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in a flood plain environment subject to flooding
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

- High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and handtools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

**E2. DEFINITIONS**

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “**client**” as defined in the Construction Regulations 2014. “**Employer**” and “**client**” is therefore interchangeable and shall be read in the context of the relevant document.
- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his ownright.

- (c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

**E3. TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

**E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved (7 days before):

- (a) Include excavation work;
- (b) Include working at a height where there is risk of falling
- (c) Include the demolition of a structure
- (d) Include the use of explosives to perform construction work.

The notification must be done in the form of the pro forma included under Section T2. Returnable documents.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

**E5. RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

**E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

**6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

**6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## E7. APPOINTMENT OF CONSTRUCTION MANAGER AND SAFETY PERSONNEL

### 7.1 Construction Manager (Regulation 8(1))

The Contractor shall appoint a full-time **Construction Manager** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction manager (regulation 8(2)) where justified by the scope and complexity of the works.

### 7.2 Construction safety officer (Regulation 8(5))

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### 7.3 Health and safety representatives (Regulation 31)

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

#### **7.4 Health and safety committee**

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

#### **7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Formwork and support work (temporary works) as described in Regulation 12;
- (d) Excavation work as described in Regulation 13;
- (e) Demolition work as described in Regulation 14;
- (f) Scaffolding work as described in Regulation 16;
- (g) Suspended platform operations as described in Regulation 17;
- (h) Material hoists as described in Regulation 19;
- (i) Bulk mixing plant (Batch plant) operations as described in Regulation 20;
- (j) Explosive actuated fastening device (Explosive powered tools) as described in Regulation 21;
- (k) Cranes as described in Regulation 22;
- (l) Construction vehicle and mobile plant in regulation 23



**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

- (m) competent person as described in Regulation;
- (n) Electrical installation and Machinery on construction sites as described in Regulation 24;
- (o) Use and temporary storage of flammable liquids on construction sites as described on regulation 25
- (p) Water Environments as described on regulation 26
- (q) Housekeeping and General Safeguarding on construction sites as described on regulation 27
- (r) Stacking and storage on construction sites as described in Regulation 28; and
- (s) Fire precautions on construction sites as described in Regulation 29.
- (t) Construction employees facilities as described in regulation 30
- (u) Offences and penalties as described in regulation 33

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

**E8. RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 3(6) with inputs by the

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

Construction Safety Officer (Regulation 8(5));

- (f) A copy of the risk assessment described in Regulation 9;
- (g) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(c)) and formwork and support work structures (Regulation 6(2)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 3);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 19(5));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2)(f));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

**E9. CONTRACTORS RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 5 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 7(1) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 8.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Temporary work (Formwork and support work) (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 15)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(a) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(b) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(c) Boatswain’s chains (Regulation 16)

Where boatswain’s chains are required on the construction site, the Contractor shall comply with Regulation 16.

(d) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(e) Bulk moving plant (Batch plants) (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with,

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

- (f) Explosive actuated fastening device(Explosive powered tools)  
(Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

- (g) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

- (h) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in goodworking condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept onsite.

- (k) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

- (l) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

- (m) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

- (n) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

- (o) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

- (p) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

- (q) Construction welfare facilities (Regulation 30)

**Contract: BM25/24/25**  
**Part C: Scope of work**  
**Section: Project Specifications**

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(r) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

**E10. MEASUREMENT AND PAYMENT**

**10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

**(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

**(b) Records and Registers**

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional



Contract: BM25/24/25  
Part C: Scope of work  
Section: Project Specifications

BLOUBERG LOCAL MUNICIPALITY  
BID NO: BM25/24/25  
CONSTRUCTION OF BLOUBERG STORMWATER RETENTION PONDS ~~AND~~

**C4: SITE INFORMATION**

- C4.1 LOCALITY PLAN
- C4.2 CONSTRUCTION NOTICE BOARD
- C4.3 NATURE OF GROUND CONDITIONS AND SUBSOIL CONDITIONS
- C4.4 EXISTING SERVICES
- C4.5 MUNICIPAL SUPPLY CHAIN MANAGEMENT (SCM) POLICY

<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**C4.1 LOCALITY Plan**

Refer to Volume 2

<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## **C4.2 CONSTRUCTION NOTICE BOARD**

Refer to Volume 2

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

#### **C4.3 NATURE OF GROUND CONDITIONS AND SUBSOIL CONDITIONS**

From the Geotechnical report no ground water was identified during the investigation. The geotechnical point to the fact, there are isolated areas with intermediate soil types.

#### **C4.4 EXISTING SERVICES**

There are existing services which includes, electrical cables, telecommunication lines, Sewer and water lines.

#### **C4.5 MUNICIPAL SUPPLY CHAIN MANAGEMENT (SCM) POLICY**

Municipal Supply chain management (SCM) Policy (as amended) is obtainable on Blouberg Municipal website i.e. [www.blouberg.gov.za](http://www.blouberg.gov.za) under:

- Key document policies
- Finance Department

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2