

BLOUBERG MUNICIPALITY



BLOUBERG MUNICIPALITY

CONTRACT NO: BM27/22/23

**FOR
CONSTRUCTION OF SENWABARWANA SUBSTATION
PHASE 03**

**CIDB GRADE :7EP OR HIGHER
11 SEPTEMBER 2023**

NAME OF TENDERER	:	
TENDER AMOUNT	:	



EXPANDED PUBLIC WORKS PROGRAMME

**PREPARED FOR :
BLOUBERG MUNICIPALITY**

**PREPARED BY:
VOLT CONSULTING ENGINEERS**



BLOUBERG MUNICIPALITY

P O Box 1593
Senwabarwana
0790

Tel: 015 505 7100
Fax: 015 505 0568



P.O Box 11365
Bendor Park
Polokwane
0699

Tel: 015 296 0275/0245
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BLOUBERG MUNICIPALITY



CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

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BLOUBERG MUNICIPALITY



CONTRACT NO: BM27/22/23 CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Suitable service providers are invited to tender for the **CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03**. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from e-tender website, www.e-tender.gov.za

A compulsory briefing session will be held **11h00** on the **11TH SEPTEMBER 2023** at the Municipality Hall.

Completed bid documents signed by a duly authorised person, sealed in an envelope clearly marked "Tender No. BM27/22/23.: "CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03" must reach the undersigned by depositing it into the tender box by not later than **11H00** on the **29th September 2023** when all tenders received will be opened in public at the Offices of Blouberg Municipality in Senwabarwana.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated on 80/20 score points.

Bids which are late, incomplete, unsigned or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated and will be disqualified:

- Original valid Tax Clearance Certificate
 - A certified copy of Company Registration Certificate
 - Certified copy/copies of company owner(s) ID Book(s).
 - CIDB Certificate, 7EP OR HIGHER
 - B-BBEE Certificate (Sanas)
 - Copies of Appointment Letter(s) and Completion Certificate(s) for Similar Projects
 - COIDA
 - Joint Venture Agreement in cases of Joint Venture
- 3 months' municipal rates and taxes letter not in arrears for both director and company if residing at a billing municipality. If rented lease agreement with municipal rates of the landlord if residing at the village's tribal authority letter not more than three months old for both company and director

N.B NONE ATTENDANCE TO BRIEFING SESSION IS AN AUTOMATIC DISQUALIFICATION

All enquiries can be directed to the SCM Manager, Mr. Kgowa W and Manager Electrical, Mr. Maleka MJ at (015) 505 7100.

R.J. Ramothwala
MUNICIPAL MANAGER

T1.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (Feb 2008) as published in Government Gazette No: 30692, Board Notice 9 of 2008 of 1 February 2008. (See www.cidb.org.za).

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 to which it mainly applies.

Clause Number	
F.1.1	<p>The Employer is: BLOUBERG MUNICIPALITY P O Box 1593 Senwabarwana 0790</p>
F.1.2	<p>The Tender documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1 : Tendering Procedures</p> <p>T1.1 Tender Notice and invitation to tender T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of Returnable documents T2.2 Returnable schedules</p>

T1.2.1

	<p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>C1.4 Adjudicator's Contract</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p>	
F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>	
F.1.4	<p>The Employer's Agent is:</p>	
	<p>Volt Consulting Engineers cc Tel: 015 296 0275/0245 Fax: 086 545 1820</p>	<p>P.O. Box 11365, Bendor Park, Polokwane, 0699</p>
F.1.5.1	<p>Reject or accept</p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>	
F.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p>	
F.2.1	<p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a Contractors with 7EP or Higher that meet the conditions as stipulated in the class construction work, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; with 7EP or Higher that meet the conditions as stipulated in the tender document 2. the lead partner has a Contractor grading designation in the class of construction work; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7EP or Higher that meet the conditions as stipulated in the tender document class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations. 	

T1.2.2

F.2.2	Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.	
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	
F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.	
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.	
F.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.	
F.2.7	The arrangements for a compulsory site meeting are:	
	Date: 11th September 2023 Starting time: 11h00	Location: Blouberg Municipality Hall/Chamber
F.2.10	Pricing the tender State the rates and prices in Rand.	
F.2.11	Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.	
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.	
F.2.13.3	Tender offer communicated on paper shall be submitted as an original.	
F.2.13.5	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:	
	Tender No: BM27/22/23, CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03.	
	Closing date and time: Closing date: 29th September 2023 Closing Time: 11H00	

T1.2.3

	Location of Tender box: Reception, Blouberg Municipal Offices
	Physical address: 2nd Building Mogwadi/ Senwabarwana Road, Senwabarwana
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	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.
F2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender offer validity period is 90 Days.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	The tenderer is required to submit a Performance Guarantee of Works (Guarantee to complete works of above R 15,000,000.00) from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document. The tenderer is to submit to the employer before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.23	The tenderer is required to submit with his tender: (1) Tax Clearance Certificate issued by the South African Revenue Services; and (2) an original or certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. (3) In case of Joint Venture – the Joint Venture Agreement.
F.3.4	The time and location for opening of the Tender offers are: Closing date: 29th September 2023 Closing Time: 11H00 Location: BLOUBERG MUNICIPALITY Offices,
F3.11	Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette 40553 dated 20 th January 2017. <u>First stage –Compliance to administrative requirements</u> Bidders will be evaluated on the following administrative compliance: ➤ Attendance of the briefing session ➤ Company Registration certificate, ➤ Certified copies of ID Documents for Members/ Directors of the Company, ➤ Company Profile with list of experience projects and traceable references (appointment letters and completion certificates), ➤ Proof of company registration with Construction Industry Development Board (CIDB) where applicable,

T1.2.4

- **Original and Valid SARS Tax PIN,**
- **Proof of insurance letter of intent**
- **Letter of intent to subcontract**
- **Signed Audited financial Statements for the past three financial years,**
- **Valid letter of Good Standing from Department of Labour (COIDA)**
- **Certified copy of Municipal rates and taxes for Company and Director(s) not more than 3 months in arrears/proof of residence from traditional authority**
- **Proof of Registration on National Treasury Website (Summary of Central Supplier Database/CSD report)**
- **Proof of HDI status**
- **Authority to sign**
- **Complete and sign form offer**
- **Document Signed, MBD Forms filled, Bill Of Quantities filled, Form Of Offer Signed**
- **Failure to use colour coded papers will lead to outright disqualification**
- **Joint Venture Agreement in cases of Joint venture**

Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is 70%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.

Scoring of Functionality:

Functionality Evaluation Criteria

Functionality will be as follows

- **Company Reputation and Reference** 40%
- **Management and key staff experience** 35%
- **Financial capacity** 5%
- **Plant and equipment** 20

- Company Reputation and References**

SCORING CRITERIA

COMPANY EXPERIANCE	WEIGHT	RATING
<ul style="list-style-type: none"> Successful completed projects of similar nature (substation)of above R15 million at least 5 or more Appointment letters Completion letters 	40	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1

MAXIMUM POINTS 40

- Management and Key Staff**

Bidders must submit the certified copies of the certificates

Management and key staff	Weight	Rating
PROJECT MANAGER <ul style="list-style-type: none"> At least Degree in project management or (BSc elec Eng., B-tech elec Eng.). With Successive five (5) years' Experience in construction of projects of similar nature 	15	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
ASSITANT PROJECT MANAGER <ul style="list-style-type: none"> At least national diploma in civil engineering and successive five (5) years' experience in construction of projects 	3	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
SITE AGENT <ul style="list-style-type: none"> National diploma in electrical engineering and successive five (5) years' experience of projects of similar nature 	6	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
ASSISTANT SITE AGENT <ul style="list-style-type: none"> National diploma in civil engineering and successive five (5) years' experience for projects of similar nature 	2	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1

Management and key staff	Weight	Rating
FOREMAN <ul style="list-style-type: none"> Must possess a N6 electrical certificate with a trade test certificate and successive five (5) years' experience for projects of similar nature 	6	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
HEALTH AND SAFETY <ul style="list-style-type: none"> Certificate in occupational health and safety with three years' experience or similar 	3	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
MAXIMUM POINTS	35	

- Financial Capacity**

Bidders must submit a recent stamped letter from the bank for rating

FINANCIAL CAPACITY	WEIGHT	RATING
At least Bank rating A/B	5	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
MAXIMUM POINTS	5	

- PLANT AND EQUIPMENT**

The contractor to attach proof of company ownership or Director ownership or intent letter to hire machinery.

Plant and equipment	weight	Rating
At least 1 X TLB (attach Company /Director Ownership or Letter of Intention to hire)	20 (4 points each)	<ul style="list-style-type: none"> Excellent = 5 Very good = 4 Good = 3 Fair = 2 Poor = 1
At least 2 X 10m3 Tipper Truck(attach Company /Director Ownership or Letter of Intention to hire)		
At least 1 x 8 Ton Crane Truck(attach Company /Director Ownership or Letter of Intention to hire)		

At least 2 X LDV (Bakkies) (attach Company /Director Ownership or Letter of Intention to hire)		
At least 1 x Transportation of Staff(attach Company /Director Ownership or Letter of Intention to hire)		
Maximum points	100	

This will be assessed against a minimum number of different types of plant and equipment required to successfully complete the project within the stipulated construction as determined by the employer.

Access to plant may be in a form of ownership, hire or leasing arrangements, orders etc. A letter of intent from hiring and leasing companies stating the number and type of plant and equipment on which arrangement has been made will be accepted.

The minimum score required for functionality is 60%, and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system.

NOTE: In order for the Tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects to Form T2.1E :

- **Copies of Appointment Letters for similar completed projects, and**
- **Certified Copy of Completion Certificates.**
- **Certified Copy of Qualifications**

T1.2

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

• Third stage –Evaluation in terms of the 80/20 Preference Point System:

Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.

Step 1: Calculation of points for Price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:

$$N_p = \frac{80[1 - (P_t - P_{min})]}{P_{min}}$$

Where:

- N_p = the number of bid/tender adjudication points awarded for price.
- P_t = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- P_{min} = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

Points scored must be rounded off to the nearest 2 decimal places

Step 2: Scoring for HDI / SPECIFIC GOALS (20 points)

- a) Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022 (municipal SCM policy as amended), which stipulate a 80/20 point split for requirements not exceeding R50 000 000.00.
- b) Bidders must attach certified copies of HDI (as to be required/directed) to claim HDI points. Failure to attach the valid HDI required copies points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.
- c) Historical Disadvantage Individuals (target goals) or any other specific goals Contributor Number of points (20)

Preferential Elements		20 Points
Historical Disadvantage Individual Contributor		Number of Points: 20
1.	Locality = [(Limpopo = 4 / Outside = 2)]	4 (Attach proof of address and affidavit supporting proof of address)
2.	Gender [(Women = 8, Men = 4)]	8 (Attach certified copies of Identity Documents)
3.	Youth = [18 – 35 (Youth=2, Outside range=0)]	2 (Attach certified copies of identity documents)
4.	Race [Blacks (Africans, Coloureds and Indians) = 4, White = 2]	4 (Attach certified copies of Identity Documents)
5.	Disability [Any]	2 (Form of proof / letter / medical report signed and certified by a Qualified Medical Doctor)
6.	Non-compliant contributor	0

TABLE 5.1: HDI STATUS POINTS

	<p>A bid shall not be disqualified from the bidding process if the bidder does not submit the required documentation, nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for HDI status.</p> <p>The points scored for price shall be added to the points scored for HDI status level of contribution to obtain the bidder's total points scored out of 100.</p> <p>Award of contract to bids not scoring the highest number of points</p> <p>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.</p> <p>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.</p> <p>Evaluation of bids that scored equal points</p> <p>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for HDI status.</p> <p>(b) If two or more bids have equal points, including equal preference points for HDI status, the successful bid must be the one scoring the highest score for functionality.</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>
F 3.9	<p>Arithmetical errors</p> <p>Check responsive tender offers for arithmetical errors, correcting then in the following manner</p> <p>a) Where there is a discrepancy between the amounts in figures and in words the amount in words shall govern</p> <p>b) If bills of quantity (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and quantity, the line item total shall govern and the rates shall be corrected, where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern and the unit rate shall be corrected</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices the total of the price shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to archive the tendered total of the prices</p>
F.3.11.2	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The financial offer will be scoring using Formula 2 (option 1) in Table F1 where the value of W1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or Higher</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals of is less than R 50 000 000.</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>

	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1 BLOUBERG MUNICIPALITY may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2 BLOUBERG MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3 BLOUBERG MUNICIPALITY reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.
	<p>The tenderer is to note that the following Additional Relevant Documents attached into Part 5 of this document will form part of this contract:</p> <ol style="list-style-type: none"> 1 Ministerial Determination No.3: Expanded Public Works Programmes.

T1.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PREFERENCE POINTS CLAIM FORM IN TERMS OF HDI GOALS

This preference form must form part of all Tenders invited. It contains general information and serves as a claim form for preference points for HDI Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE SCORING OF HDI GOALS.

6. TENDER DECLARATION

6.1 Tenders who claim points in respect of HDI Status Level of Contribution must complete the following sections:

7. HDI STATUS LEVEL OF CONTRIBUTION CLAIMED

7.1 HDI Status Level of Contribution..... = (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submission of proof HDI status).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) What percentage of the contract will be subcontracted?
 - (ii) The name of the sub-contractor?
 - (iii) The HDI status level of the sub-contractor? (iv)
- Whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- one person business/sole propriety

T1.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 Total number of years the company/firm has been in business?

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the HDI status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the 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) restrict the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alter am partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

T1.2.10

WITNESSES:

1.

2.

.....

SIGNATURE OF TENDERER

DATE.....

ADDRESS

.....

.....

T1.2.11

T1.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Preference Schedule
Form E	Schedule of Previous Experience
Form F	Schedule of Current Projects
Form G	Declaration of good standing regarding tax & Original Tax Clearance Certificate
Form H	Certificate of Attendance at Site Meeting
Form I	Proposed Key Personnel
Form J	Schedule of Plant and Equipment
Form K	Schedule of Proposed Sub-Contractors
Form L	Financial References

Returnable Documents that will be incorporated into the contract

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

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**
2. **VAT Registration number, if any:**
3. **CIDB Registration number:**
4. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

5. **Particulars of companies and close corporations:**
 Company Registration Number:
 Close Corporation Number:
 Tax reference Number:

T2.2.1

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

6. Record in the service of the state:

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

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

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

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

Name of Tenderer..... Date:

Signature..... Position:

Full name of signatory.....

T2.2.2

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

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Shareholders register

3. For Joint Venture Agreements

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

T2.2.3

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : _____

Contact number : _____

Office address : _____

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS CAPACITY AS

DATE :

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.....

2.....

PRO-FORMA FOR JOINT VENTURES:

T2.2.5

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

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:
 CIDB Reg No:		Signature: Name: Designation:

PRO-FORMA

T2.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

T2.2.7

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM D PREFERENCE SCHEDULE

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals. **Failure on the part of a Tenderer to sign this form will be interpreted to mean that point preference is not being claimed.**

The acceptable Tenderer obtaining the highest number of points will be awarded the contract. For Tenders with a Tender amount equal to or below R 50 000 000 a maximum of 80 points is allocated for price and a maximum of 20 points for meeting specific goals, which may include HDI equity, SMME status, job creation and local (South African) content. For Tenders with a Tender amount above R 50 000 000 a maximum of 90 points is allocated for price and a maximum of 10 points for meeting specific goals.

The points for the meeting of specific goals may only be awarded to an enterprise which is a legal entity, registered as an income tax payer with the South African Revenue Services, and which is an independent and operating enterprise which performs commercially useful functions as set out below. Points can be denied where an enterprise subcontract more than 25% of the value of the contract (excluding SMME's and emerging contractors and materials) at the time of award, exclusive of all VAT, allowances for contingencies, escalation and provisional sums, to other entities.

DEFINITIONS

"Acceptable Tender" means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation.

"Council" refers to the **BLOUBERG MUNICIPALITY**.

"Equity ownership" refers to the percentage ownership and control, exercised by individuals within an enterprise.

"HDI equity ownership" refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

"Historically disadvantaged individuals (HDIs)" means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

"SMME's" (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).

T2.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

1. Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- Certified or scanned copies of Tax Clearance Certificates. (**Only valid original tax clearance certificates/ tax pin** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. Pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderers’ attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (GGM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

T2.2.9

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. Size of enterprise and current workload

Evaluation of the Tenderers' position in terms of:

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

3. Staffing profile

Evaluation of the Tenderers' position in terms of:

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

4. Previous experience

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

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

5. Financial ability to execute the contract:

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

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

6. Good standing with SA Revenue Services

- Determine whether original valid tax pin has been submitted.
- The Tenderer must affix an original valid Tax Clearance pin to the second page of the Tender document.

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

T2.2.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. Penalties

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

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

8. HDI Status

- Preference points stipulated in respect of a tender include preference points for equity ownership by HDIs.
- The equity ownership must be equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company’s shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.
- In the event that the percentage of ownership changes after the closing date of the tender, the tenderer must notify the Council accordingly and such tenderer will not be eligible for any preference points. Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

Claims made for equity ownership by an HDI must be considered according to the following criteria:

- Equity within private companies must be based on the percentage of equity ownership;
- A Consortium or Joint Venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.
- The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- A person awarded a contract as a result of preference for contracting with, or providing equity ownership to, an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

Preferential Elements		20 Points
Historical Disadvantage Individual - Contributor		Number of Points: 20
1.	Locality = [(Limpopo = 4 / Outside = 2)]	4 (Attach proof of address and affidavit supporting proof of address)
2.	Gender [(Women = 8, Men = 4)]	8 (Attach certified copies of Identity Documents)

T2.2.11

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3.	Youth = [18 – 35 (Youth=2, Outside range=0)]	2 (Attach certified copies of identity documents)
4.	Race [Blacks (Africans, Coloureds and Indians) = 4, White = 2]	4 (Attach certified copies of Identity Documents)
5.	Disability [Any]	2 (Form of proof / letter / medical report signed and certified by a Qualified Medical Doctor)
6.	Non-compliant contributor	0

I/we apply on behalf of my/our firm for a preference based on:

NON-JOINT VENTURES

	HDI		Locality
	No franchise in national elections (black persons) African, Coloured, Indian	Women	
Equity ownership percentage			
For office use only: Number of preference points awarded by employer			
	Total:		

JOINT VENTURES

Name	Position occupied in Enterprise	Identity number	Citizenship	HDI Status (Y/N)	Date of Ownership	% Owned by HDI's	% Owned by Women
TOTAL						a	b

NOTE

T2.2.12

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

Where owners are themselves, a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:-

Joint venture members	a % Contribution to the JV	b % HDI ownership	c=a * b/100 % HDI contribution
Total HDI contribution			

	HDI		Locality
	No franchise in national elections (black persons) African, Coloured, Indian	Women	
The percentage of the contract value managed or executed by their HDI members			
For office use only: Number of preference points awarded by employer			
	Total:		

5. Tender preferences claimed:

I / we apply on behalf of my / our firm for the following preference(s) and by claiming a preference confirm that all claims for equity ownership are in respect of individuals who are actively involved in the management of the enterprise or business:

Category of preference	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)
HDI (African, Coloured, Indian) equity ownership		
HDI (women) equity ownership		
Locality		

T2.2.13

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax:

Date:



T2.2.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH ORIGINAL TAX CLEARANCE PIN

THE PIN MUST NOT BE OLDER THAN 12 MONTHS



T2.2.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that I (Name)

duly authorised representative of(Tenderer)

Address:

Date:

Visited the site on (Date) in the presence of
(Engineer)

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

REPRESENTATIVE OF EMPLOYER

REPRESENTATIVE OF TENDERER

T2.2.20

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

FORM I PROPOSED KEY PERSONNEL

Please list the personnel that you intend to appoint on this contract.

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

Name of Tenderer:

Date:

Signature:

Full name of signatory:

T2.2.21

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J SCHEDULE OF PLANT AND EQUIPMENT

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

Name of Tenderer: Date:

Signature:

Full name of signatory:

T2.2.22

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

FORM L FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate)	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer:

Date:

Signature:

Full name of signatory:

T2.2.24

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



MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BLOUBERG MUNICIPALITY

BID NUMBER: **BM27/22/23** CLOSING DATE: 29TH SEPTEMBER 2023 CLOSING TIME: 11H00
DESCRIPTION: CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

P O Box 1593, SENWABARWANA, 0790 (TENDERS TO REACH BLOUBERG MUNICIPALITY BEFORE CLOSING DATE AND TIME

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

Municipal Offices in Senwabarwana Blouberg 0790

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 7h45 to 16h30 a day, **7 days a week.**

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

..... *[insert any other criteria]*

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER.....

VAT REGISTRATION NUMBER

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: BLOUBERG MUNICIPALITY
Department: Supply Chain Management

Contact Person: Mr KGOWA W

Tel: 015-505 7100

Fax: 015-505 0568

ANY REQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Maleka MJ

Tel: 015-505 7100

Fax: 015-505 0568

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver' s Office.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

- 3.1 Full Name:
- 3.2 Identity Number:
- 3.3 Company Registration Number:
- 3.4 Tax Reference Number:
- 3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

.....

3.8 Do you, have any relationship

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

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

(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

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars

.....
.....

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

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

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

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.

.....
.....

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

- 2.1 If no, this serves to certify that the 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.

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

* Delete if not applicable

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

YES / NO

- 3.1 If yes, furnish particulars

.....
.....

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

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

- x imported content
- y bid price excluding value added tax (VAT)

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

1.7. A bid will be disqualified if:

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

2. Definitions

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

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

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

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

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

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

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

- (d) I accept that the Procurement Authority / Municipality / Municipal Entity have the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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)

1. 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.

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;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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 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.

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.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. 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.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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 to combat the abuse of the supply chain management system.
3. **The of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system;
 - b) Been convicted for fraud or corruption during the past five years;
 - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012 326 5445).		
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?		
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 any other municipality/municipal entity, that is in arrears for more than three months?		
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?		
4.5.1	If so, furnish particulars:		

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million. or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.
1. **BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**
- 1.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

BLOUBERG MUNICIPALITY



CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 OHS

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Additional Documentation

- C5 Additional Documentation

		C1			
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

BLOUBERG MUNICIPALITY



CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

C1 AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Agreement in Terms of the Occupational Health and Safety Act, 1993 (ACT NO 85 OF 1993)

C1.1

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

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

.....

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

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

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

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature _____

Of Witness _____

Name

Date

C1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____
Name Date

C1.3

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

C1.4

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

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____
Name(s) _____
Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____
Name(s) _____
Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

C1.5

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the General Conditions of Contract for Construction Works (2010) 2ND Edition, published by the South African Institution of Civil Engineering. Private Bag x200, Halfway House, 1685. Is applicable to this contract and is obtainable from www.saice.org.za.

The following contract specific data, referring to the General Condition of Contract for Construction Works, Second Edition, 2010, are applicable to this contract..

PART 1: Data provided by the Employer

Clause	Data
1.1.14	The Name of the Employer is BLOUBERG MUNICIPALITY
1.2.2	The address of the Employer is: Private Bag 1593 Senwabarwana 0826 Telephone: 015 811 5500 Facsimile: 015 812 2068
1.1.15	The name of the Engineer is Volt Consulting Engineers cc
1.2.2	The address of the Engineer is: P.O. Box 11365 Bendor Park Polokwane 0699 Telephone : 015 296 0275/0245 Facsimile : 086 545 1820
1.6	The special non-working days are the official builder's holiday plus all statutory public holidays.
38	The year end break commences on 18th December and the first Monday of the subsequent year.
7	The time to deliver the Deed of Guarantee is 14 days.
7	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
7	The liability of the guarantee shall be 10 % of the contract amount.
10	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
12.2	The Contractor shall deliver his programme of work within 14 days.
35.1.1.2.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
35.1.1.2.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.

C1.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

35.1.3	The limit of indemnity for liability insurance is R 15, 000, 000.00
42.1	The Works shall be completed within 34 weeks.
43.1	The penalty for failing to complete the works is R 2000.00 per day .
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 % .
49.3	The percentage retention on the amounts due to the Contractor is 10 % .
49.3	The limit of retention money is 10 % of the contract value.
53.1	The Defects Liability Period is 12 months.
	The variations to the General Conditions of Contract
4.5.2	Replace the term "Safety" with "Occupational Health and Safety"
49.6.1 to 4.9.6.3	Replace the term "Bank" with " Bank of Insurance Company"
55.1.8	Replace sub-clause with" The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
42.3.2	<p>The additional clauses to the General Conditions of Contract are:</p> <p>Extensions of time in respect of clause 42 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</p>

C1.7

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

	<p>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> <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>
42	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>
	<p>Payment for labour-intensive component of the works 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>
	<p>Linkage of payment for labour-intensive component of works to submission of project data The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
	<p>Applicable Labour Laws The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>

C1.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the (*General Conditions of Contract for Construction Works 2015*)^{3rd Edition}, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
1.8	The Contractor is:
1.2.2	Name:
	The Address of the Contractor is:
	Address (physical):

	Address (postal):
	Telephone: Facsimile:
	E-mail:
37.2.2.3	The percentage allowance to cover overhead charges is 10%.
42.1	The Works are to be completed within 34 weeks.

C1.9

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

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

TENDER NO. BM07/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 02

WHEREAS

at.....

(Hereinafter referred to as "the Employer")

entered into, on the Day of2023, at

a Contract with

at.....

(Hereinafter called "The Contractor")

for the construction of

.....

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

AND WHEREAS

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

NOW THEREFORE WE.....

do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it,

C1.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

and to give time to or compound or make any other arrangement with the Contractor.

3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

IN WITNESS WHEREOF this guarantee has been executed by us at on
this..... day of 2023.

As witnesses:

- | | |
|---------|---|
| 1. | Signature..... |
| 2. | Duly authorised to
Sign on behalf of |
| | Address |
| | |
| | |

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

On this the _____ day of _____ in the year _____

Between **BLOUBERG MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by

in _____ his _____ capacity _____ as

and

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

in _____ his _____ capacity _____ as

WHEREAS the Employer is desirous that certain works be constructed, viz CONTRACT: **TENDER NO. BM27/22/23: CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03**

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold well from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),

C1.12

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (b) the date of termination of the Contract in terms of Clauses 9.1 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
- (i) Section 8 : General duties of employers to their employees;
- (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
- (iii) Section 37 : Acts or omissions by employees or mandataries, and
- (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 **The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

C1.13

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

--

Witness 2

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1

NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
(IN CAPITALS)

C1.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____
20.....,

Mr/Ms _____ whose
signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS 1

NAME 1
(IN CAPITALS)

C1.15

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BLOUBERG MUNICIPALITY



BLOUBERG MUNICIPALITY

CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



BLOUBERG MUNICIPALITY

CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

C2.1 PRICING INSTRUCTIONS

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

C2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.

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

C2.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2 BILL OF QUANTITIES

1. POWER PLANT SPECIFICATIONS

1.1 Small Works Contract

1.1.1 Bill of Quantities

Please note that no tender will be considered if the provided bill of quantities is not fully completed. The quantities provided are based on a lump sum basis. It is the responsibility of the contractor to measure all items, and price.

C2.1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.1.2.

SUMMARY

Item No.	Description of the item	Page	Price (R)
1	Preliminaries and General	1	
2	Switchyard Installation	2	
3	Switching Room Installation	3	
SUB TOTAL A EXCLUDING 15% VAT			R
CONTINGENCIES 10% (The sum provided here is under the SOLE control of the Employer and may be deducted in whole or in part)			
SUB TOTAL B EXCLUDING 15% VAT			
Value Added Tax @15%			R
Total of the Prices including VAT			R

PROJECT DESCRIPTION:	CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03.
BID NUMBER:	BM 27/22/23

Item No.	Refer	Description of the item	Unit	Qty	Rate		Price (R)
					Supply	Install	
1	SANS 1200A	PRELIMINARIES AND GENERAL					
1.1	8.3.2	Establishment of Facilities on Site					
1.1.1		Site Camp, store, personnel, rental, transport, notice board, etc	item	1			
1.1.2		Provision of Security (Day & Night)	month	9			
1.1.3		Provision of Water Supplies and Electricity Connections	month	9			
1.1.4		Payment of CLO @ R 5 000/month	item	9	R 5 000.00	R 0.00	R 45 000.00
1.1.5		Health and safety Representative	item	9	R 4 000.00	R 0.00	R 36 000.00
1.1.6		Allowance of PSC Members	item	9	R 1 200.00	R 0.00	R 10 800.00
1.1.7		Payment of Student @ R 5 000/month	item	9	R 5 000.00	R 0.00	R 45 000.00
1.1.8		Training - Student Development & Learning Requirements	item	1	R 50 000.00	R 0.00	R 50 000.00
1.1.9		Remove Site Establishment on Completion	Sum	1		R 0.00	
1.2	8.3.3	Other fixed-charge obligations (specify)					
1.2.1	8.3.5	Testing, Commissioning and Issuing of Certificate of Compliance	item	1			
1.3		Facilities for the Contractor					
1.3.1		Abution and latrine facilities	month	9			
1.3.2		Arrangement with Municipality Control, obtaining permits, arranging outages, etc.	month	9			
1.4		Construction regulations:					
1.4.1		Health and safety compliance	item	1	R 0.00		
1.4.2		HV Induction as per Municipality requirement	item	1	R 0.00		
1.5		Complete Switchgear system Handing Over Document					
1.5.1		Quality Control Process for the checking of 22KV Switchgear system and telecoms installation before handing over for commercial operation	ea	1	R 0.00		
Subtotal carried to Item 1 of Summary							

ORDER BILL OF MATERIAL: CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03						
Rev 0						
ITEM	DESCRIPTION	Unit	QTY	SUPPLY	INSTALL	TOTAL
Switching Room						
1	HV Feeder Protection: 2 x 4FZD3920 (RED670 & RED615 Relays).	ea	2			
2	Bus Zone Protection: 1 x 4BZ5900 (GE Multilin F35 Relay).	ea	1			
3	Transformer Protection: 2 x 4TM7101 (SEL 487E Relays)	ea	2			
4	Tap Changer: 2 x 4TC5200 (Reg-D Relay)	ea	2			
5	Bus Coupler Protection: 1 x 4BC1900 (Micom P145 Relay)	ea	1			
Junction Boxes						
6.1	132kV CTJB: 4 x VRW20 CT	ea	1			
6.2	132kV VTJB: 2 x VRW20 VT	ea	1			
6.3	22kV VTJB: 2 x VRW20 VT	ea	1			
7	AC/DC Distribution Panel with dual control yard distribution board, main AC Incoming module, 28/20 way AC/DC distribution board (DB) assembly and the charger. DB comprises of 1 x DC interface module, 2 x DC supply module, 1 x 3 phase AC module, 2 x 1 phase AC module and 2 x AC supply module. In order to connect the new schemes to the AC/DC panel, 1 x 1 supply module will be added to the AC/DC panel.	ea	1			
8	DC System: 110V 20A Cordex HF, switchmode sub-rack battery charger in the AC/DC panel and 110V 52 X FCP11 160Ahr Chloride Lead acid battery Bank.	ea	1			
9	Tele-Control: D20 RTU	ea	1			
10	Provisional Amount for Telecommunication Systems and Substation visibility.	Sum	1	R500 000.00		R500 000.00
Subtotal carried to item 3 of Summary						

ORDER BILL OF MATERIAL: CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

Rev 0

ITEM	DESCRIPTION	Unit	QTY	SUPPLY	INSTALL	TOTAL
	Switchyard					
1	OLTC Transformer: 20MVA(YNd1), 132/22kV including Factory Acceptance Test, Delivery to Site, Rig to Position, Testing and Commissioning.	ea	1			
2	Neutral Earthing Coupler/ Resister/ Auxillary Transformer: 360A NECRT, complete with Current transformer as specified + 50kVA Aux, Transformer	ea	1			
3	Main AC/DC yard Kiosk.	ea	1			
4	AC/DC distribution kiosk at each transformer for supply to Tap Changer, site lighting, equipment heaters, spring charging etc.	ea	1			
5	Control/ measuring cable Marshalling Kiosk	ea	1			
6	Provisional Amount for Completion of Civil Works (internal access road and kerbing)	Sum	1	R1 000 000.00	R0.00	R1 000 000.00
Subtotal carried to item 2 of Summary						

1.1.3 Works Information: Appendix A Specifications /Standards

List and attach all standard specifications and other documentation applicable to this contract. Publicly available standard documents should not be attached as they can be obtained directly from the respective publishers.

Note: Revision no of Specifications/Standards to be confirmed by all parties prior to the awarding of the contract.

Employer specific variations to standard specifications are also listed and attached.

No.	Rev.	Title and Publisher	Attached Y/N
SCSASABK3	0	Distribution Standard Part 7: Substation Section 2. Generic Substation Design	N
ESKASAAN0	1	Standard for labelling of high voltage equipment - Eskom	N
TRMSCAAC5	3	Design and manufacture of high voltage equipment labels – Eskom	N
SABS 135	1991	ISO metric bolts, screws and nuts (hexagon and square) (course thread free fit series) - SABS	N
SABS 763	1988	Hot dip (Galvanised) zinc coatings (other than on continuously zinc-coated sheet and wire) - SABS	N
SABS 1200	—	Standard specification for civil engineering construction - SABS	N

1.1.4 Works Information: Appendix B List of contracts drawings

List all drawings applicable to the *works* or the *asset* and temporary works, indicating whether they are Approved For Use (A.F.U.) or not.

Note: All drawing specified below are project specific drawings. These drawings will further reference all standard and detail drawings.

Drawing No.	Rev.	Title	A.F.U. Y/N
	Rev 0	Station Electric Diagram	Y
	Rev 0	Site plan	N
	Rev 0	Foundation Layout	Y
	Rev 0	Earth grid Layout	Y
	Rev 0	Substation General arrangement	Y
	Rev 0	Substation Section and clamp drawing	Y

1.1.5 Works Information: Appendix C List of other documents attached:

List all other documents, which are attached and part of this contract so that a complete record exists of what the Parties agreed as constituting the contract. Do NOT include tender's letters or any other document relating to the enquiry phase as the contract itself must reflect only what has been agreed as a result of the tender and its final acceptance.

Document No.	Rev.	Title

C2.1.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. TECHNICAL SPECIFICATIONS

Note: Unless otherwise specified the material shall be in accordance to the specifications listed in the Municipality ENC Small Works Contract.

(The numbering in this section corresponds to the relevant numbering of Section 1, Small Works Contract, of this document.)

2.1 Preliminaries

2.1. A Work Specification

2.1. A.1 The contractor shall allow for the following specific requirements of Municipality:

i) Office accommodation for meetings held on site.

2.1. A.2 In addition to the specific requirements of Municipality, detailed above, the contractor shall allow for his own preliminaries and/or overhead costs as required for the execution of the contract. It shall be divided into the following two sections:

i) Fixed-charge items such as: (SABS 1200A - 8.3)

- Contractual requirements.
- Establishment of facilities on site such as plant, sheds, water,
- Electricity, lighting, etc.
- Removal of facilities from site after completion of work.
- Any other fixed-charge items.

ii) Time related items such as: (SABS 1200A - 8.4)

- Contractual requirements.
- Operation & maintenance of facilities on site.
- Supervision.
- Company and head office overhead costs.
- Other time related items.

2.1. B Material Specification

The specific contractor shall supply, transport and off-load his own facilities such as sheds, water, electricity, lighting, etc. on the site. The contractor shall also be responsible to remove all facilities established on site after his work is completed.

2.2 Site Works

The Contractor shall remove all vegetation and neutralise the site before construction can begin.

2.3 Installation of Earth grid

2.3. A Work Specification

NOTES:

- i) The earth grid shall be installed in accordance to Eskom Earthing Standard D-DT-5240 and to Earth grid Layout drawing.
- ii) All labour and transport cost must be included in quoted rate.

C2.1.5

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2.3. A.1 Excavate Earth grid trenches shall include:

- i) Excavating in all material 600mm wide trenches.
- ii) The main earth grid shall be laid in 1000mm deep trenches.
- iii) Risk of collapse and keeping excavations free of water shall be included in the quoted rate.

2.3. A.2 Installing the earth grid shall include:

2.3. A.2.1 Horizontal earth electrode:

- I) Round annealed copper rod with a 10-mm diameter, is to be used for the earth electrode.
- II) A 200mm layer of imported soil with a resistivity less than 100Ω/m shall be compacting at the bottom of the trench before placing the copper conductor in the trench.
- III) The copper conductor shall be placed on this bed of compacted soil.
- IV) The main earth grid trenches shall be back filled and compacting with imported soil with a resistivity less than 100Ω/m, in layers not exceeding 150mm.
- V) Copper rods shall be installed under the switch house foundation and welded to the main substation earth grid.

2.3. A.2.2 Vertical Earth Electrode:

- I) Round annealed copper rod with a 10-mm diameter, is to be used for the earth electrode.
- II) Holes with an inside minimum diameter of 100 mm must be drilled to the required depth. The vertical copper electrodes (two rods per hole) will be positioned in the hole, which will then be filled with conductive concrete. It must be poured as slurry into the holes.

2.3. A.3 Welding of joints, crossings and earth tails shall include:

- I) All copper rod crossings and joints shall be welded according to Earthing Standard D-DT-5240. This includes the vertical electrodes welded to the horizontal electrodes.
- II) At positions indicated on Earth grid drawing, earth tails shall be welded to the earth grid.
- III) These earth tails shall protrude above the substation floor level, long enough for bonding to the substation fence and steel support footings.
- IV) No joint in earth tails shall be made above the ground level.
- V) The earth tails for the switch house shall be welded to the main substation earth grid.
- VI) Bonding of the earth tails to the steelwork, equipment and substation fence is covered in the documents handling the installation of the relevant parts.
- VII) Earth tails for bonding to the terminal towers shall be installed as shown on the Earth grid Layout drawing. The line contractor shall do the bonding to the terminal tower.

2.3. A.4 Testing of earth grid shall include:

- I) The earth resistance of the earth grid shall be tested before and after the terminal tower is connected to the earth grid.
- II) The earth resistance of the earth grid shall be tested before the earth wires of the line are connected to the earth grid.
- III) The preferred method for testing the earth grid resistance is the 'Wiener Bridge' method.
- IV) The test shall be done from one of the corners of the main substation earth grid.
- V) The measurements shall be carried out and logged by the Project Engineer.

2.3. A.5 Additional earthing shall include:

- I) The total earth resistance of the earth grid before the terminal tower is connected should be less than the resistance calculated in Volume 2 Annexure A2.
- II) If the values for the earth resistance for any are above the mentioned values, additional vertical earthing should be installed, after the project Engineer has been notified.
- III) The additional vertical electrodes shall be welded to the existing horizontal grid according to Earthing Standard D-DT-5240.
- IV) The earth resistance shall again be measured as described in 2.3.A.4.

C2.1.6



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- v) If the value for the earth resistance is still above the mentioned values the Project Engineer shall be notified once again.

2.3. B Material Specification

Unless otherwise specified, The Contractor shall supply the copper and all the material necessary for installing the earth grid. The contractor shall further be responsible for the safekeeping of the copper.

2.3. B.1 Installing the earth grid:

- i) 10mm Diameter annealed copper rods shall be used for the main earth grid conductors as well as for the counter poise conductors.
- ii) The resistivity of the imported soil shall be less than $100\Omega\text{m}$ for the soil to be back filled in the earth grid trenches.

2.3. B.2 Welding of joints:

- i) Unless otherwise specified the earth tails shall be 50x3mm flat copper strips.

2.3. B.3 Testing earthing resistance:

- i) The Project Engineer shall carry out the tests and compare with TSI

2.3. B.4 Additional earthing:

- i) 10mm Diameter annealed copper rods shall be used for the additional counter poise conductors.
- ii) All material for the additional earthing shall be supplied by the contractor.
- iii) The contractor shall book the material from the Customer's store, transport and off-load all material on site. The contractor shall also supply all the equipment necessary for installing the earth grid.

2.3. B.5 Conductive Concrete for vertical electrodes:

The conductive concrete must have a resistivity of less than $0.01\ \Omega\text{m}$. It must be made from high quality (99% Carbon) petroleum coke with a closely graded particle size. The mixture of the conductive concrete should be 7 parts carbon, one part cement.

2.4 Facilities

The ventilation airbricks and the gauze wired vents should be sealed off. Vents/Filters shall be installed on the control room door. Aircon/s shall be installed in the control room if required.

2.4. A Work Specification

2.4. A.1 Building the Control Room shall include:

- i) Building of control room according to Eskom standard drawings.
- ii) The control room shall be equipped with aircon/s if required.
- iii) The control room shall be built and equipped according to SABS 1200.
- iv) The power and control cables shall be installed on cable trays on the inside of the control room.
- v) The control cable shall enter the control panels from the top.
- vi) All gutters and corrugated iron shall be bonded to the control room earthing with earth tails.
- vii) The earth tails shall be installed in the foundations as indicated in drawing D-DT-5240.
- viii) The earth tail shall be fixed to the floor according to Eskom Earthing Standard D-DT-5240.
- ix) The equipment and panels shall be bonded.

2.4. A.2 Attaching warning signs:

C2.1.7



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- i) Warning signs shall be attached to the outside of each door of the control room.
- ii) On the doors the following signs shall be attached:
- Unauthorised entry and interfering prohibited.
 - Warning of electrical shock
 - Procedure in case of fire
 - First aid treatment of electrical accidents

2.4. A.3 Install cable trays:

- i) All cable trays and accessories are based on the O-line product range:
- ii) The cable trays shall be installed as shown on drawing D-DT 5075.
- iii) All cable trays shall be 600mm wide *GRIDSPAN GS50*.
- iv) The cable trays shall be attached to surface mounted *OLISTRUT* channels on the outside of the switch house.
- v) The cable trays shall be supported by a 600mm cantilever support arm (OLCA01) attached to surface mounted *OLISTRUT* channels on the inside of the switch house.
- vi) The cable trays above the switchgear shall be supported by *OLISTRUT* channels and threaded rods hanging from the roof.
- vii) The cable tray supports shall be spaced approximately 2m from one another.
- viii) All cable trays on the inside of the switch house shall be on the same level.
- ix) The cable trays shall be installed so that there will be at least 400mm between the cable tray and the control panels.
- x) The cable trays shall not be lower than 2.4m from the floor level.
- xi) The control cables going down from the cable tray to the switchgear shall be vertically supported with 101mm wide light duty cable trays (*PT19*).
- xii) These vertical trays shall be bolted to the horizontal tray.
- xiii) A cable support bracket as shown on drawing D-DT 5075 shall support the power cables.
- xiv) The power shall be clamped to the cable support bracket with 78mm wide *OLUC* cable clamps.

2.4. B Material Specifications

The contractor shall supply, transport and off-load the all material and equipment necessary for building the control room according to drawing D-DT 5075.

2.4. B.1 Building of the Control Room.

- i) The material for the control room shall be as specified on drawing D-DT-5075.

2.4.B.2 Warning signs:

- i) The signs shall be made of durable UV stabilised plastic. (Supplied by the Contractor).

2.5 Civil Works

2.5.A Work Specification

NOTES:

- i) All foundations shall be erected according to Eskom's standard foundation drawings.
- ii) All work shall be in accordance the relevant SABS 1200 documents and the latest revision of drawing D-DT 5085.
- iii) All labour and transport cost shall be included in quoted rate.
- iv) Risk of collapse and keeping excavations free of water shall be included in the quoted rate.

2.5. A.1 Foundations:

- i) Supply and erect complete foundations to standard Eskom drawings including formation, reinforcing, holding down bolts, back filling and compaction around the foundations.

C2.1.8



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- ii) A steel template shall be used for setting all holding down bolts.
- iii) Formation shall be extended to at least 100mm below the natural ground level.

2.5. A.2 Transformer plinths:

- i) Supply and erect complete transformer plinths and runways according to drawing D-DT-5007/89 including formation and reinforcing. A sump, leading to the oil holding dam shall be established inside all bund walls.

2.5. A.3 Cable trenching and kerbing:

- i) Supply and install complete cable trench as shown on Foundation Drawing including back filling and compaction around the trenches.
- ii) The substation kerb shall enclose the substation as shown on Foundation Drawing.
- iii) All ramps shall be a concrete slab reinforced with mesh as shown on Foundation Drawing.
- iv) Excavate, supply and construct 300mm concrete pipes from the bund wall of each transformer to the oil holding dam.
- v) Construct three concrete manholes with covers, in accordance with drawing 0.54/390 sheet 3. See drawing 2-NT-860 sheet 4 for orientation of the manholes.
- vi) Excavate, supply and construct an oil holding dam as per drawing 2-NT-5009769. Supply and install an oil holding dam. The outlet of the oil trap (bag filter) shall be connected to the bat wall.

2.5. A.4 Yard stoning:

- i) The 25mm-38mm yard stone shall be spread over the entire substation yard to a thickness of at least 150mm.
- iii) The yard stone shall be lightly compacted to set levels.

2.5. A.5 Herbicides, insecticides, etc. shall include:

- i) Treating of yard surface with Municipality approved herbicides, insecticides, etc.
- ii) Forming of V-grooves along foundation walls and treating with additional insecticides approved by Municipality.

2.5. B Material Specifications

The contractor shall supply, transport and off-load all material and equipment necessary for completing all the civil works.

2.5. B.1 Foundations:

- i) All material used for the foundations shall be in accordance to the relevant foundation drawings and SABS documents mentioned on these drawings.
- ii) All holding down bolts complete with nuts. The contractor shall supply washers.
- iii) All holding down bolts shall be galvanised to SABS 763 for all foundations.
- iv) All holding down bolts shall be in accordance to SABS 135 with a strength grade of 4.6.

2.5. B.2 Cable trenching and kerbing:

- i) The concrete used for the cable trench walls shall be in accordance to the Foundation Drawings.
- ii) The concrete covers shall be reinforced with mesh reinforcing in accordance to Foundation Drawings.
- iii) The sand on the inside of the cable trench shall be river sand.

2.5. B.4 Yard stoning:

- i) The stone shall be clean, hard, sound crushed stone having a nominal size not less than 25mm as approved by Municipality.

C2.1.9



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

2.5. B.5 Herbicides, insecticides, etc:

- i) All herbicides, insecticides, etc. and the application thereof shall be in accordance to Municipality's corporate environmental policy.
- ii) Prior to the use of any herbicides, insecticides, etc. approval from Municipality's environmental representative shall be obtained.
- iii) Consultation on herbicides and the effectiveness thereof, as well as advice on any other aspect of herbicides, can be obtained from Municipality

2.6 Steelwork**2.6. A Work Specification****NOTES:**

- i) Unless otherwise specified, all steelwork shall be standard equipment supports according to Eskom's standard equipment support drawings.
- ii) All labour and transport cost must be included in quoted rate.

2.6. A.1 Erecting steelwork shall include:

- i) Supply and erect all steelwork shown on Steelwork Marking Plan Drawing and according to standard Eskom drawings.

2.6. B Material Specification

Unless otherwise specified, the Contractor shall supply all material necessary for installing the steelwork.

2.6. B.1 Erecting steelwork:

- i) The steel for the supporting structures shall be in accordance to the specific support structure drawings.
- ii) The steel shall be hot dipped galvanised to SABS 763.

2.7 Installation of Equipment**2.7. A Work Specification****NOTES:**

- i) All work shall be in accordance to Eskom's standards and specifications:
- ii) Unless otherwise specified, all installed equipment shall be labelled.
- iii) All equipment shall be positioned and all necessary stringing and earth bonding shall be done according to the following drawings:
 - Station electrical diagram.
 - General Arrangement diagram.
 - Sections diagram.
- iv) All labour and transport cost must be included in quoted rate.

2.7. A.1 New Equipment:

- i) Establish a new equipment as per drawings.

2.7. A.2 Clamp Assemblies:

- i) All clamps shall be installed as indicated on the Sections and Clamp Layout drawing.
- ii) The clamp assemblies shall be in accordance to the manufacturers' specifications.

C2.1.10

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- iii) All conductors shall be cleaned to a shiny finish at the point where the conductor clamps are to be applied.
- iv) A non-oxidation compound, approved by Municipality, shall be applied on all conductor and earthing connections.
- v) After the application of the compound, the conductor shall be brushed with a steel brush.
- vi) The clamp assemblies will be done and torqued to the manufacturers' specifications.

2.7. A.3 Stringing and Conductors:

- i) All stringing shall be done in accordance with General Arrangement and the Sections and Clamps Layout Drawings.
- ii) The incoming HV section to the Busbar shall be strung with Centipede conductor.
- iii) The HV Transformer bays shall be strung with Centipede conductor
- iv) The Bus-coupler shall be strung with twin Bull conductor
- v) The stringing on the MV side of the transformer to the cable end support shall be insulated Bull conductor.
- vi) Hornet conductor shall be used for the 11kV Surge Arrestor

2.7. A.4 Earth Ball Joint Portable Earth

- i) Install portable earth balls on the isolators' steelwork.

2.7. A.5 Equipment labelling:

- i) Equipment labels shall be attached according to the Eskom specification to the relevant equipment support steelwork.
- ii) The label shall be attached to the supporting steelwork with a minimum of two M10 galvanised bolts with nuts and washers.
- iii) All labelling shall be in accordance to ESKASAAN0 and TRMSCAAC5.
- iv) The outdoor breaker and isolator labels shall be fitted so that it is visible from the operating points.

2.7. A.6 Equipment bonding:

- i) Bonding of all steelwork to 50x3mm earth tails in accordance to the Earthing Standard D-DT5085.
- ii) The steel support bolts shall be used to bond the earth tail to the equipment support footings.
- iii) The earth tails shall be fixed to the steelwork according to the Earthing standard D-DT 5085.
- iv) Where connections are made onto painted steelwork the paint shall be removed over a minimum area to allow good contact between surfaces.
- v) A 50x50mm area around the hole on the earth tail used for bonding shall be cleaned before the earth tail is bonded to the steel support.
- vi) A non-oxidising paste, approved by Municipality, shall be put between the cleaned earth tail surface and the steel support before it is bonded.
- vii) After bolting any scraped area not covered by the copper connection shall be painted using original types and colours of paints.
- viii) No joints shall be made above the ground level.
- ix) All visible copper earth tails protruding above the ground shall be painted using the same type and colour paints as the equipment or the equipment support to which it is bonded.

2.7. A.7 Lightning/lighting masts:

- i) Three 21m-lighting/lightning masts (with spikes) shall be installed according to D-DT 5217. and the lamps attached at 6m. Refer to substation layout drawing for the orientation of the lamps on masts.

C2.1.11



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

2.7. B Material Specification

Contractor shall supply the long lead time primary equipment listed in Bill of Material. The Contractor shall also supply the rest of the electrical components and material required completing the substation.

The contractor shall also supply all the equipment necessary to install the equipment. All materials supplied by the contractor shall be in accordance with Eskom standards and specifications and the Eskom buyers' guide. All materials shall be approved by Municipality and be marked with the manufacturers' logo/trade mark and specific part number.

2.7. B.1 New Equipment

- i) The holding down bolts for the equipment shall be supplied by the contractor.
- ii) All holding down bolts with nuts and washers shall be hot dipped galvanised to SABS 763.
- iii) All holding down bolts shall be in accordance to SABS 135 with a strength grade of 4.6.

2.7. B.2 Clamp assemblies:

- i) Clamps shall be as in the Substation Bill of Materials.

2.7. B.3 Stringing and conductors

2.7. B.4 Earth Ball Joint Portable Earth

2.7. B.5 Equipment labelling:

- i) The contractor shall supply all fixing bolts with nuts and washers for the labels.
- ii) All bolts nuts and washers shall be hot dipped galvanised to SABS 763.
- iii) All bolts shall be in accordance to SABS 135 with a strength grade of 4.6.
- iv) Contractor shall supply all labels.
- v) The supports for the labels shall be supplied by the contractor according to 0.54/400 and 0.54/402 (Including concrete foundations if required).
- vi) All labels shall be in accordance to ESKASAAN0, TRMSCAAC5.

2.7. B.6 Equipment Bonding:

- i) All bolts with nuts and washers used for bonding shall be hot dipped galvanised to SABS 763 and shall be supplied by the contractor.
- ii) All bolts shall be in accordance to SABS 135 with a strength grade of 4.6.

2.7. B.7 Lighting/lightning masts

Cable Work

2.8. A Works Specification

8. a.1 Installation of the control cable shall include:

- i) All control cables shall be laid, glanded, numbered and terminated according to the protection drawings, specifications and bill of material.
- ii) Cable lengths shall be made to reach the furthest terminal block in the panels, JB, etc. No joints shall be made.
- iii) Spare cores shall be earthed at one end only and not at both ends.
- iv) Ferrule numbering shall be done according to protection drawings.

C2.1.12

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- v) Correct sizes of ferrule numbers shall be used per cable size and to Eskom standard - black lettering on yellow a background only (D-DT 6069).
- vi) All cable or wire numbering shall be so that it is readable from one position. Numbering shall not be inverted.
- vii) Where insulated lugs are used the correct crimping tool shall be used.
- viii) The correct size glands shall be used per cable size.
- ix) The correct type of lugs shall be used per cable size.
- x) The screen of the control cable shall be earthed according to D-DT 5085.

2.8. B Material Specification

Unless otherwise specified, the contractor shall supply, transport and off-load all the material and equipment necessary for installing all the cables in the substation.

8. B.1 Install control cable:

- i) The control cable, glands, lugs, etc. shall be as on the protection bill of materials.
- ii) The cable strand numbering shall be black lettering on yellow a background only (D-DT 6069).

8. B.2 Testing of Breakers and Isolators-settings:

- i) The installation for the breakers must include the following: fill with gas, speed test contact resistance test, pre- commissioning and commissioning. Contractor must provide settings certificate with test results.
- ii) The installation for the Isolators must include the following: install, do settings, alignment test. Contractor must provide settings certificate with test results.

Erecting Substation Fence

2.9. A Works Specification

NOTES:

- i) All work shall be in accordance to Eskom's standards and specifications.
- ii) All labour and transport cost must be included in quoted rate.

2.9.A.1 Fencing shall include:

- i) Installing the complete security fence (palisade fencing) on the perimeter of the substation extension as shown on the Foundation drawing according to D-DT 5072 including excavations, foundations and erection of the fence.
- vi) Earth tails shall be bonded to the security fence at all strain, corner posts in accordance to Eskom Earthing Standard D-DT 5085.
- vii) All ramps shall be a concrete slab reinforced with mesh reinforcing in accordance to 2-ET-14816 sheet 3.

2.9.A.2 Installing complete gates shall include:

- i) 3 gates (5m wide) shall be installed.
- ii) All gates shall be bonded to the gate post with hot dipped galvanised bolts.

2.9.A.3 Installing signs shall include:

- i) Warning sign shall be installed on the security fence next to the gate.
- ii) All signs and notices shall be in accordance to SABS 1186.
- iii) The following signs shall be attached to the fence next to the gate:
 - Unauthorised Entry & interfering prohibited.

C2.1.13



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- Procedure in case of fire.
 - Warning of electrical shock.
- iv) On the fence a warning of electrical shock sign must be attached.
- v) The signs on the fence shall not be more than 15m apart.

2.9.B Material Specification

The Contractor shall supply the fence, the gates and the signs as well as the necessary material for erecting the substation fence and attaching the signs.

3. Safety Risk Analysis

3.1 Risk Analysis

Workplace must be barricaded for the safe execution of the task. Danger warning signs must be attached onto the barricading net. No trenches or holes that must be abandoned without barricading and without danger warning signs attached. Safety clothing must always be worn by the personnel on site at all times, none of the personnel must be allowed to the workplace without wearing complete safety clothing, i.e. safety shoes, safety hat, overalls and glasses if necessary.

Municipality approved site supervisor/Clerk of works must frequently visit the site during the construction period. The site supervisor must daily compile a risk management plan and communicate the plan to all the workers on site. Safety meetings must be conducted on site on frequent basis, to alert workers and encourage workers to work safely. The site supervisor must compile a safety report. A copy of the safety report must be submitted to the Project Coordinator, who must then distribute to Consultant and Capital Program departments

3.2 Risk Analysis Specification

A. Note:

The table below presents a list of typical risks that will most likely be experienced while constructing Senwabarwana Substation project

Typical Risk	Substation
Work in elevated positions / on ladders / on scaffolding / from crane buckets	X
Operating of cranes / vehicle mounted cranes	X
Static electricity/induction	X
Work with chainsaws / mechanical cutters / hydraulic crimping tools	X
Materials handling/ heavy equipment handling	X
Conductor stringing, tensioning and clamping	X
Vehicle risks	X
Work in open trenches/excavations	X
Biological/Health risks (Camps)	X
Weather related risk (UV, heat, cold)	X
Environmental risks	X
Ergonomic risks (confined spaces – body position, fatigue)	X
Fire risks	X
Public safety risks	X

C2.1.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Outages	X
Falling from heights	X
Falling objects	X
Traffic roads and/or Railways	X

4. Health and Safety Specification

Contractors shall comply with DISPVABF 3: Occupational Health and Safety requirements to be met by Contractors and Sub-Contractors employed by Volt Consulting. This Act will be included in the document as Annexure. Please see to it that the necessary attention is given to the document and that it is compiled to. **Please ensure that a signed copy of Annexures are kept on site as well as with the Project Manager.**

Contractors shall comply with the **Construction Regulations** (Annexure A) and shall draw up a **Health and Safety Plan**.

C2.1.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



BLOUBERG MUNICIPALITY

CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

C3 SCOPE OF WORK

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2010) (2ND edition) are applicable.

C 3.1 DESCRIPTIONS OF WORKS

C3.1.1 Client's Objective

The Clients objective is to make sure that all civil and electrical works at Senwabarwana is completed.

It is a specific goal of this project that the labour component be maximised where it is economically feasible, and that the use of this labour goes hand in hand with on the job training of the labour force. The project is thus process and product orientated, and it is expected that the contractor will pursue these goals in the execution of the project.

C3.1.2 Overview of the Works

The work entails CONSTRUCTION OF SENWABARWANA SUBSTATION, PHASE 03

C3.1.3 Extend of the Works

The work to be carried out by the Tenderer under this contract comprises mainly of the following:

C3.1

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

- Site establishment,
- Setting out of works
- Construction of internal access road
- Installation of kerbing
- Procurement and installation of a 20MVA transformer
- Procurement and Installation of 360A NECRT with 50kVA transformer
- Supply and installation of 22kV switchgear and protection
- Supply and installation of telecommunication
- Testing and commissioning

C3.1.3 Location of the Works

The project is located in Senwabarwana.

C3.1.4 Construction program

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

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

C3.1.5 Change in works

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

C3.2 ENGINEERING

C3.2

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

C3.2.1 Design services and activity matrix

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

C3.2.2 Drawings

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

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

The applicable drawings are at the end of this book

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

C3.3

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

C3.3 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the BLOUBERG MUNICIPALITY and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement.

C3.4 SUB-CONTRACTING

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

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

Before the Engineer in terms of Clause 49 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 6.3 of the General Conditions of Contract for Construction works (2004), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C3.5 CONSTRUCTION

C3.5.2 Plant and materials

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

C3.5.3 Construction Equipment

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

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

C3.4

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

C 3.5.4 Existing Services

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

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

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

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

C3.5.5 Site Establishment

- Source of Water Supply

The Contractor is to arrange with the Local Authority for water and be responsible for the costs of water for construction purposes.

- Sources of power supply

The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

- Location of camp and depot

The Contractor shall make arrangement of the Contractors camp to the Contractor during the site inspection.

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▪ Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

▪ Temporary offices

The Contractor is required to provide a specific office space for the Engineers, for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

▪ Laboratory facilities

The use of commercial laboratories will be allowed, but the laboratory to be used is subject to the approval of the Engineer.

▪ Sanitary facilities

The facilities are, however, to be kept in a clean and hygienic condition, to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

▪ Name Boards

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

▪ Survey assistant and equipment

The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as the odolite and/or level plus accessories.

C3.5.6 Site Usage

▪ Ground and access to the works

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

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

▪ Care, damage and protection

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

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

▪ Survey beacons

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

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

▪ Blasting

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

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

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole

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➤ Use of relays, etc.

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

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

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

▪ Protection of existing vegetation

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

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where excavations cross the access point to any property, the Contractor is to make sure that access be properly done for vehicles to pass.

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

▪ Use of construction vehicles and equipment

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

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

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

3.6 MANAGEMENT

C3.6.1 Management of the Works

- Planning and programme

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

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

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▪ Setting out of the works

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

▪ Excavation of works & safety

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

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

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

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

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

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

▪ Inspection by engineer

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

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▪ Employment of local labour

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

All labourers are to be sourced from Senwabarwana within Blouberg Municipal area of jurisdiction and a minimum of 30 local labours have to be employed for the duration of the project and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be R 165 per day. This will be payable by the Contractor on monthly basis.

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

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

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

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

▪ Site Meetings

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

▪ Communication

The Engineer's representative on this project will be: **Mr Lebogang Motsene**

Contact No: **015 296 0245/083 949 3862**

The contact person for the Employer is: **Mr Mafala Maleka/ Mphiri Kgowa**

Contact No: **015 505 7100**

▪ Daily Records

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

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▪ Compliance with applicable laws

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

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

▪ Payment Certificates

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

▪ Clearance of site

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

▪ Termination of Contract

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

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 10 of the General Conditions of Contract for Construction Works (2015), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or

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- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

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

C3.7 HEALTH AND SAFETY

- Health & Safety Issues

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

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

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

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

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

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

▪ Accommodation of traffic

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

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

▪ Reporting of accidents

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

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PROJECT SPECIFICATIONS

C3.2 PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or construction methods, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item that does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

B2 SECTION 1100: DEFINITIONS AND TERMS

B1156 LABOUR-OPTIMISING CONSTRUCTION

ADD THE FOLLOWING NEW CLAUSE:

The cost effective employment of as great a portion of labour as is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

The number of each payment item in the schedule of quantities for the above clause will consist of the Prefix L1 forward by a number corresponding to the number of the relevant Clause or Payment Item in the Standard Specifications.

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B3. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

ADD THE FOLLOWING NEW PARAGRAPH:

"Before work commences", the Contractor if required, shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the contractor due to services crossing the site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the works".

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word "network" in the fourth line of the first paragraph to read as "bar (Gantt) chart".
Add the following after the third paragraph:

"The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)

Requirements regarding the training of labourers and Emerging Contractors (EC's).

The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

(b) Programme of work for rehabilitation work

Amend the word "network" in the fourth line of the second paragraph to read as "bar (Gantt) chart".

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

"The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system."

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

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Employer

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Witness 2

B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS

Add the following:

“The contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.”

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor.”

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

“VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities”.

(e) Materials on the site

Add the following:

“In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site.”

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

“For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method).”

Method (ii) (Critical path method)

Delete “(based on a five-day working week)” in the fifth and sixth lines of the second paragraph of the description of this method.

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Delete the last sentence of the second paragraph of the description of this method and replace with the following:

“The value of “n” shall be taken as **two (2) working days** per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than **two (2) working days** in any calendar month, the difference between the **two (2) working days** and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

RAINFALL RECORDS IN BLOUBERG

month	1	2	3	4	5	6	7	8	9	10	11	12
mm	126	140	81	27	17	4	8	6	21	38	79	53
°C	26.0	25.1	24.2	21.6	19.4	16.9	16.8	18.5	21.0	22.6	24.2	25.7
°C (min)	20.4	19.9	19.1	15.9	12.3	9.3	9.4	11.1	14.1	16.3	18.4	19.9
°C (max)	31.6	30.3	29.3	27.4	26.5	24.5	24.3	26.0	28.0	29.0	30.1	31.5
°F	78.8	77.2	75.6	70.9	66.9	62.4	62.2	65.3	69.8	72.7	75.6	78.3
°F (min)	68.7	67.8	66.4	60.6	54.1	48.7	48.9	52.0	57.4	61.3	65.1	67.8
°F (max)	88.9	86.5	84.7	81.3	79.7	76.1	75.7	78.8	82.4	84.2	86.2	88.7

C3.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following sub clause:

"(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing."

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

REPLACE THE FOURTH PARAGRAPH WITH THE FOLLOWING:

"The sign-boards shall be painted with the legend in English".

B1227: MONTHLY SITE MEETINGS

ADD THE FOLLOWING:

The Contractor or his authorized representative attending these meetings shall be a person who is empowered to take contractually binding decisions.

B1228: LEGAL PROVISIONS

ADD THE FOLLOWING NEW PARAGRAPHS:

"The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and hazards likely to be encountered on this Contract, and which cover the Employers' health and safety specifications (sub clause 4(1) of the regulations, are detailed in the Project Specifications, Schedule of Quantity and Drawings.

The Contractor shall in terms of sub clause 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations.

No extra over or additional payment shall be made to compensate the Contractor for compliance with these Regulations, and compensation shall be included in the rates tendered for the applicable items of work."

B1229: CEMENT

Where reference is made in this specification or the Standard Specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

C3.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SABS EN 197-1: Cement-composition, specifications and conformity criteria Part 1: Common cements.

SABS EN 197-1: Cement-composition, specifications and conformity criteria Part 1: Common cements.

CEMENT TYPE	CEM I		CEM II	CEM II	CEM II	CEM II	CEM II	CEM II	CEM II	CEM III
	52,5	42,5R	A - M	A - S	B - S	A - L	A - V	B - V	A	
CEMENT GRADE	52,5	42,5R	42,5			32,5				
Alpha	Rapid Hard	-	Portland Cement	-	-	-	All Purpose Cement	All Purpose Cement	Building Cement	-
Alpha Swaziland	-	-	-	-	-	-	-	-	Multi Purpose Cement	-
Lafarge	Duracast	-	Duratech	Powercrete	-	-	-	-	Buildcrete 32,5	-
NPC	-	Eagle Super	-	-	Eagle Plus/ Premium	Eagle Plus	-	-	-	Eagle Pro
PPC	Rapo	Rapo	OPC	-	-	-	Surebuild	Surebuild	Surecrete	-
PPC Botswana	-	-	-	-	-	-	-	Surebuild	Botcern	-
Slagment	-	-	-	-	-	-	-	-	-	Geotech 50*

* This product is intended for road stabilisation purposes only. It is generally only available in bulk.

** Note that all products listed above bear the SABS mark. Information correct in October 2001.

B1230: COMMUNITY LIASON OFFICER (CLO)

The Contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the Project Co-ordinating Committee, the Engineer and the Employer. The Contractor shall direct all his liaison efforts with the local communities through the appointed officer. The Contractor shall, however, accept the appointed officer as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

(i) To be available on site daily between the hours of 07:30 and 16:30 and at other times as the need arises. His/ Her normal working day will extend from 07:30 in the morning until 17:00 in the afternoon.

(ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.

C3.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (iii) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the Contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters.
- (xi) All such other duties as agreed upon between all parties concerned.

(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

B1231 MEASUREMENT AND PAYMENT

"ADD NEW ITEMS"

1200: General Requirements and Provisions

B1201 (i) Payment of Community Liaison Officer Provisional Sum (Prov. Sum)

(ii) Handling costs and profit in respect of 12.01(i) above Percentage (%)

The provisional sum allowed in Item (i) for the payment of the Community Liaison Officer and the percentage allowed under Item B1201 (ii) shall include full commission for all obligations, overheads, administration charges and incidental items of cost necessary.

B4. SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B 1301: SCOPE

ADD "as well as all costs related to conforming to the requirements of the Construction Regulations, 2003" AFTER "It also covers" IN THE FOURTH LINE...

C3.21

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B5. SECTION 1400: HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL

B1402: OFFICES AND LABORATORIES

(a) General

ADD THE FOLLOWING:

"All offices and laboratories shall be supplied with approved burglar proofing"

ADD THE FOLLOWIN SUB-CLAUSE:

"(h) Telecommunication System

One (1) cellular phone shall be provided for the use of the Engineer and his staff. The system shall be compatible with an existing system in the area. On completion of the contract the cellular phone will be returned to the contractor".

"Item Unit

B14.11 Telecommunication System Supply

- (a) Supply one (1) cellular phone Lump Sum (L/S)
- (b) Monthly Rental Month
- (c) Cost of calls by Engineer Prime Cost Sum (PC Sum)
- (d) Handling cost and profit in respect of sub-clause 14.11(b) & (c) above... Perc (%)

The tendered rates shall include full compensation for the supply of units. The rates shall include for all costs of any agreement with the Cellular Services used. The cost of the calls will be paid on invoice from the Cellular Services and also the tendered rates for sub-item B14.11 (d) shall include full commission for all obligation, overheads, administration charges and incidental items of cost necessary.

B1403 HOUSING

(c) Rented Accommodation

REPLACE THE FULL STOP AT THE END OF THE FIRST SENTENCE OF SUB-SUBCLAUSE (c) (ii) WITH A COMMA AND ADD "and for all services connected with such accommodation".

B1404 SERVICES

ADD THE FOLLOWING SUB-CLAUSE

"(e) Testing of materials

The Contractor shall arrange with an approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specifications and shall submit

C3.22

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the results of these tests to the Engineer in a form of approved by him".

B6. SECTION 1500 : ACCOMMODATION OF TRAFFIC

B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

"All temporary road signs, devices, sequences, layouts and spacing's shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, and Chapter 13: Roadwork's Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)".

(c) Channelization devices and barricades

ADD THE FOLLOWING:

"Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

(i) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.

(ii) The blade shall be retro-reflectorized, with class I yellow sheeting on the side facing oncoming traffic.

(iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.

(iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the Drawings or as directed by the Engineer."

ADD THE FOLLOWING CLAUSE:

"B 1518 RETRO-REFLECTIVE MATERIAL

Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in Clause B 8118. The values of the Coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B8118/1."

C3.23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B 1517 MEASUREMENT AND PAYMENT

Item		Unit
B1510	Accommodation of Traffic where the road is constructed in half widths kilometre (km)	

“DELETE THE FIRST PARAGRAPH AND ADD THE FOLLOWING”

The unit measurement for accommodating traffic where the project is constructed.

B7. SECTION 1700: CLEARING AND GRUBBING

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

DELETE “normally” IN THE SECOND PARAGRAPH.

B8. SECTION 1800: DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.
ADD THE FOLLOWING:

B1801 SCOPE

This section covers the listing of day work items for use in determining payment for work which cannot be quantified in specific pay item “units” in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

B1802 ORDERING OF DAYWORK

No day work shall be undertaken unless specific written authorisation is obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following day work items:

ITEM	DESCRIPTION	UNIT
B18.01	Labourers:	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h)
	(iii) Skilled	Hour (h)
B18.02	Foreman	Hour (h)
B18.03	Tipper trucks:	
	(i) 3 – 5 ton	Hour (h)
	(ii) 5,1 – 10 ton	Hour (h)
B18.04	Loader (0,5m ³)	Hour (h)
B18.05	Grader (CAT 140G	Hour (h)
B18.06	or similar)	Hour (h)
B18.07	LDV	
	Compaction Rollers:	Hour(h)
	(i) Vibrator roller	Hour (h)
	(ii) Tamping roller	Hour(h)
	(iii) Grid roller	Hour(h)
B18.08	(iv) Pneumatic roller	Hour(h)
	Hand Controlled	Hour(h)
	Compactors	Hour(h)
	(i) Pedestrian	Hour(h)
B18.09	roller (Bomag BW90)	Hour(h)
	(ii) Vibratory plate	
	(iii) Rammers	
	Water truck (min 10000 l)	

C3.25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head-office expenses and profits as described in sub clause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on day work items in accordance with the Appendix to the Tender shall not be applicable on day work items listed in the bill of quantities in terms of the above specifications. In the event of new day work rates being requested for items not appearing in the bill of quantities, then the provisions of the general conditions of contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under item B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of "unskilled" and "skilled" labourers required for the work as ordered by the engineer."

B.2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

B.2210 (b) (l) Cast in situ invert slabs

"B2201 SCOPE

"All rectangular culverts with spans from 0,9m up to and including 2,4m shall be constructed with precast units.

The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the engineer has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The engineer must be given the opportunity to load test units if he considers this necessary".

B2203 MATERIALS

(f) Skewed Ends

Delete the second and third paragraphs and substitute with the following:

"Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wing walls and headwalls".

B2204 CONSTRUCTION METHODS

Add the following:

"In all cases where soft founding materials is classified as suitable for culvert bedding construction, the in situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section."

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

C3.26

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) Trenches having a depth of less than 1.5 metres
- b) Storm water drainage
- c) low-volume roads and sidewalks

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

Hand excavateable material

Hand excavateable material is material:

- a) Granular materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) Cohesive materials:
 - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

C3.27

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Table 1: Consistency of materials when profiled.

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

C3.28



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section”.

Delete sub clause B.2210 (b) (ii): “Prefabricated floor slabs.”

B.2211 BACKFILLING OF PREFABRICATED CULVERTS

Change the last sentence in the fourth paragraph to read “90% or 93% as shown on the drawings or as directed by the engineer.”

B2212: INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

Concrete work

Add the following:

“The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wing walls shall be finished to a Class U2 surface finish.”

(h) Prefabricated inlet and outlet structures

Add the following:

“The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wing wall type inlets and outlets shall be constructed as indicated on the drawings and shall be in accordance with section 6000 of the Standard Specifications. Allowance for measurement and payment for wing wall type inlets and outlets is made in the schedule in this section.”

B2218: MEASUREMENTS AND PAYMENT

Add the following:

“Item

Unit

B22.01(c)

Extra over sub item B22.01(a) for excavation by hand using hand tool cubic metre (m3)

Measurement shall be as specified for pay item 22.01 of the standard specifications. The bid rate shall include full compensation for carrying out the excavations by hand where circumstances prevent the use of mechanical excavators.

Item

Unit

B22.07 (f) Formwork for joints in cast in situ concrete invert slabs

(i) Transverse construction joints (type indicated)

square metre (m2)

(ii) Longitudinal joints (as per drawing)

metre (m)

C3.29

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Measurement and payment shall be as specified in item 22.07 of the standard specifications with the exception that formwork for construction joints in cast in situ invert slabs in trench conditions as indicated on the drawings, shall be measured and paid for in accordance with section 6200 of the standard specifications. No payment shall be made for formwork to the outside edges of invert slabs (closest to excavated face)."

Add the following to pay item 22.08:

"In addition to the requirements for measuring concrete backfill to rectangular culverts as specified for item 22.08, the following shall apply:

Concrete backfill shall be measured to the actual dimensions of the precast units, i.e. actual volumes between ribs and haunches shall be taken into account. For the purpose of calculating concrete backfill quantities, the horizontal dimensions of the concrete backfill on the outside of the culvert(s) (closest to excavated face), shall be taken as 100mm maximum irrespective of what type or make of precast portal is used or the actual width of the excavation. The width of the concrete backfill between portals in the case of multiple culverts, shall be taken as 80mm for precast units with a leg height of 1500mm and 100mm for precast units with a leg height exceeding 1500mm. The vertical dimensions, in both cases, shall be equal to the height of the portal".

Add the following new items:

Item	Unit
B22.29	
Tie bars for joining in situ concrete invert slabsto inlet and outlet structures, as indicated on the drawings (Type, diameter and length indicated)	Number (No.)

The unit of measurement shall be the number of tie bars installed as specified and indicated on the drawings.

The bided rate shall include full compensation for supply and installation of the tie bars.

ITEM	UNIT
B22.30a) Preparation and compaction of in-situ bedding material to 90% of Mod. AASHTO density (Depth indicated)	cubic metre (m3)
B) Extra over sub-item B22:30(a) for compaction to 93% of Mod. AASHTO density (depth indicate)	cubic metre (m3)

The unit of measurement shall be the cubic metre of material ripped and compacted as specified.

The bided rate shall include full compensation for the ripping of the in-situ material to the specified width and depth, wetting of the material to such an extent that the specified density can be achieved.

ITEM	UNIT
B22.31 Dewatering and keeping dry of culvert excavations	NO.

The unit of measurement shall be the number of culverts constructed. The bided rate shall be full compensation for dewatering and keeping dry of the culvert excavations until the backfill is completed.

Payment shall be as follows:

80% of the payment shall be made after the barrel of the culvert has been constructed and backfilled.

C3.30

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Remaining 20% of the payment shall be made after the wing walls have been constructed and backfilled.

ITEM	UNIT
B22.32Cutting of concrete pipes	
a) Diameter indicated	Number (No.)

The unit of measurement shall be the number of pipes that have been cut. The bided rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid. Cutting of pipes shall only be paid for if the headwall of the wing walls are at such a skew angle in respect to the centre line of the pipes that cutting is required and where non-standard lengths are required. The maximum skew angle at which pipes are allowed to be cut shall be 30 degrees and the minimum length of pipe, measured along the shortest side, shall be 1,5m."Classification of soft/hard materials as well as all quantities shall be agreed upon and finalised as the work progresses.

B10.SECTION 3100 : BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

RENUMBER THE EXISTING SUB-CLAUSE (c) AS SUB-CLAUSE (d) AND ADD THE FOLLOWING SUB-CLAUSE (c):

"Should borrow pits located on ground not owned by the Employer be required during the contract, all negotiations and compensation will be arranged by the Employer. Before the Contractor enters private property for the purpose of opening borrow pits, constructing access roads, temporarily occupying certain land or inspecting relevant areas, he shall notify the Engineer well in advance of such action being undertaken. If any negotiations with land owners are required, the Employer will enter into such negotiations and obtain the necessary permission".

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(d) Excavating borrow material

ADD THE FOLLOWING:

"The Contractor shall at all times ensure that the removal of the material is carried out in such a manner that the stability of the exposed faces is not prejudiced and safe working conditions are maintained".

B11.SECTION 3300 : MASS EARTHWORKS

B 3307 FILLS

ADD THE FOLLOWING SUB-CLAUSE:

"(k) Preparation of formation of existing area

(i) General

C3.31

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

“Re-shaping” means performing minor earthworks and grading so that the final cross-section of the road complies with the typical cross-section for the type of road specified and the vertical alignment complies with the information provided by the Engineer.

The Contractor shall supply the Engineer with a full set of cross-sections before commencing any construction activities in the road reserve.

(ii) Earthworks

The re-shaped formation shall be constructed true to line, level and cross-section as shown on the drawings or as directed by the Engineer.

The re-shaping process shall in general be carried out using material obtained from within the road reserve which is moved laterally and placed in the road formation. It is not the intention that material be moved longitudinally along the road over any significant distant during this process.

After re-shaping the road formation with material from within the road reserve and prior to any material being imported from borrow pits, the Contractor shall supply the Engineer with a set of cross-sections at the same positions as the original cross –sections for the purpose of calculating quantities.

Unsuitable or excess material from the road prism shall be removed and disposed of to spoil. Any shortfall in material shall be made up by importing suitable material.

Material in the road formation shall be placed, watered, mixed and compacted to a minimum of 90% of modified AASHTO density for gravel, or 95% for non plastic sand where >20% passes through the 0,075mm sieve, or 100% for sand where <20% passes through the 0.075mm sieve.

The Contractor’s attention is specifically drawn to the requirement that only material approved by the Engineer may be used to bring the road up to the specified new formation (sub-base) level. To obtain better material characteristics in the fill, wearing course material from the existing road formation may be mixed with material obtained from the adjacent road reserve.

After the road has been brought up to the specified new formation level, whether material was imported, moved laterally in the road reserve or the existing profile was only re-shaped, a full set of cross-sections, on the same positions as the original set, shall be supplied to the Engineer. The Engineer must approve the new levels, profile and alignment before any importation of wearing course material shall be permitted.

During the re-shaping process, the road side drains and cut and fill slopes shall be trimmed and finished true to line, level and cross-section. No additional payment will be made for trimming and finishing of cut and fill slopes”.

C3.32

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B3312 MEASUREMENT AND PAYMENT

Item

B33.01 Cut and borrow to fill, including free-haul up to 0,8km

ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:

"The tendered rates shall also include full compensation for trimming and finishing-off the road side drains and cut and fill slopes true to line, level and cross-section.

ADD THE FOLLOWING ITEM:

Item Unit

B33.20 Reshaping the road formation with material obtained from the road reserve and compaction to 90% of modified AASHTO density cubic meter (m³)

The unit of measurement is the cubic metre of material computed by the method of average end areas from levelled cross-sections taken along the ground line after clearing, with the final cross-sections, before importation of materials from borrow pits, superimposed thereon at intervals not exceeding 20m along the centre line of the road.

The tendered rate shall include full compensation for the work involved in reshaping the road to the correct profile and cross-section, benching, terracing, selecting material from the road prism, watering, mixing and compacting to a minimum of 90% of modified AASHTO density for gravel material, or 95% for non-plastic sand where >20% passes through the 0,075mm sieve, or 100% for sand where <20% passes through the 0,075mm sieve, and for trimming and finishing of the roadside drains and cut and fill slopes.

Roadbed preparation will be paid under item 33.10".

C3.33

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

B12.SECTION 3400 : PRIMARY PLANT LAYERS OF IMPORTED MATERIAL

B 3401 SCOPE

ADD THE FOLLOWING:

"This section also covers the reprocessing or replacement of existing surface over part of or over the full road width.

B3403 CONSTRUCTION

ADD THE FOLLOWING SUB-CLAUSE:

"(f) Temporary stockpiling of material

The Contractor shall plan his activities so that materials excavated from borrow areas and cuttings can be directly transported to and placed at the designated points.

The temporary stockpiling of material will not be paid for separately unless instructed by the Engineer, and full compensation will be deemed to have been included in the rates tendered for the various payment items for work in which the material is to be used".

B3406 ROUTINE INSPECTION AND TESTS

REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

"Test results and measurements will be assessed in accordance with the provisions of section 8300".

5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

C3.4.2.21 SECTION 6100: FOUNDATIONS FOR STRUCTURES

B.6106 FOUNDING

Add the following paragraph:

"Where founding takes place in soils or at "founding level" before the placing of foundation fill the in-situ material in the bottom of the excavation shall be compacted to a density of 90% or 93% of modified AASHTO density as directed by the engineer. The depth of preparation and compaction of founding material shall be specified by the engineer. Allowance for measurement and payment for this work is made in the schedule of quantities under this section."

B.6108 BACKFILL AND FILL NEAR STRUCTURES

(a)General

Add the following:

C3.34

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(iv) "During backfilling within 1,0m of any concrete structure, or as directed by the Engineer, only hand operated mechanical compaction equipment shall be used to achieve the required density."

B.6109 FOUNDATION FILL

Add the following after the 3rd paragraph:

"Granular foundation fill shall be constructed from selected subgrade material.

Add the following after the 6th paragraph:

Concrete screeds shall extend 200mm beyond the horizontal dimensions of all footings to facilitate the placing of formwork, unless otherwise directed by the engineer. In the case of structures where excessive ground water is encountered, the screed shall extend over the full plan area of the base of the excavation. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of the screed and the actual area of screed specified by the engineer up to a maximum area of the product of the neat footing length plus 750mm and the neat footing width plus 750mm."

B.6115 MEASUREMENT AND PAYMENT

Add the following new items:

"Item

Unit

B61.51

(a) Preparation and compaction of in situ founding material to 90% Mod. AASHTO density (depth indicated) cubic metre (m³)

(b) Extra over item B61.51 (a) for compaction to 93% of Mod. AASHTO density (depth indicated) cubic metre (m³)

The unit of measurement shall be the cubic metre of founding material prepared and compacted to the density as specified in accordance with Clause B6106 of these project specifications. The bided rates shall include full compensation for shaping, scarifying, mixing of in-situ and imported material if required, and preparing and compacting the material as specified."

C3.4.2.22 SECTION 6400: CONCRETE FOR STRUCTURES

B.6402 MATERIALS

Cement

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

CEM I 32,5, CEM II A-S 32,5, CEM III/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.

C3.35

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B.6404 CONCRETE QUALITY

Strength concrete

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300kg/m³ of concrete. The contractor must provide the engineer with complete mix designs and materials for strength concrete at least two (2) weeks before the first concrete is cast on the project".

B.6405 MEASURING THE MATERIALS

(c) Aggregates

Add the following:

"All concrete for structures shall be manufactured by mechanical mass batching unless authorised otherwise by the engineer for minor concrete structures or for labour-intensive methods."

B.6407 PLACING AND COMPACTING

(a) General

Add the following after the third paragraph:

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

B.6408 CONSTRUCTION JOINTS

(a) General

Add the following:

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer".

B.6414 QUALITY OF MATERIALS AND WORKMANSHIP

(a) Criteria for compliance with the requirements

Add the following:

"Quality control shall be carried out by the engineer as specified in Section 8200: Quality Control (Scheme 1)."

Add the following new paragraph:

(c) Concrete cores - strength requirements

"Cores will only be drilled if authorised by the engineer. This will only be considered if the contractor's own cubes, when crushed by the engineer, attained the required 28-day cube strength."

C3.36

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B.6416 MEASUREMENT AND PAYMENT

Item	Unit
B64.01	
Cast in situ concrete:	cubic metre (m3)

Add the following after the first paragraph:

"Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat footing dimensions of 200mm where in the opinion of the engineer accurate excavation to neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations)."

B18.SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING CLAUSE:

PROJECT SPECIFICATIONS

C 3.3 PART C PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

C 01	SCOPE
C 02	INTERPRETATIONS
C 03	PERMITTED SOURCES OF TEMPORARY WORKERS
C 04	EMPLOYMENT RECORDS TO BE PROVIDED
C 05	VARIATIONS IN WORKER PRODUCTION RATES
C 06	TRAINING OF THE TEMPORARY WORKFORCE
C 07	RECRUITMENT AND SELECTION PROCEDURES
C 08	TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE
C 09	LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES
C 10	THE SUBCONTRACTORS' WORKFORCES
C 11	MEASUREMENT AND PAYMENT

C3.37

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

C 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C 02 INTERPRETATIONS

C 02.01 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

(a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who possess special skills and/or who play key roles in the Contractor's or Subcontractor's operation

(b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

(c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

(d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like

(e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors

(f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelized.

C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C3.38

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce which is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

(a)The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

(b)The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C 06 TRAINING OF THE TEMPORARY WORKFORCE

- (a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.
- (b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.
- (c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C 07 RECRUITMENT AND SELECTION PROCEDURES

C 07.01 the Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

C 07.02 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each

C3.39

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

category of worker shall possess (taking due cognisance of the provisions of the Contract relating to training).

C 07.03 the Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

C 07.04 the Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

- (a) Name, address, age and sex
- (b) Marital status and number of dependants
- (c) Qualifications and previous work experience (whether substantiated or not)
- (d) Period since last economically active
- (e) Preference for type of work or task.

C 07.05 the Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

(a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -

(i) All available vacancies have been or can be filled by temporary workers who already possess suitable skills, or

(i) The Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.

(b) Preference shall be given to the unemployed and single heads of households.

(c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.

(d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

C 07.06 After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

C 07.07 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C 07.08 the Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

C3.40

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C 08.01 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C 09.01 the Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

C 09.02 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C 09.03 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Sub clause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C 09.04 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C 10 THE SUBCONTRACTORS' WORKFORCES

C 10.01 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C 10.02 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C3.41

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part D as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

C3.42

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

C4 SITE INFORMATION

Site Inspection

The bidder shall inform him/herself on the nature of the site and inspect the site.

The Engineer will consider a bid only if the site inspection and/or bidder's meeting arranged by the Engineer has been attended by a representative who must;

- Be suitably qualified to comprehend the implications of the work involved and
- Be the bidder him/herself or a person in the direct employ of the bidder.

Site Information

A geotechnical investigation is underway and the information will be provided when available.

Locality Plan

See attached.

C4.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

← 23 17 09.51S, 29 09 41.55E

Senwabarwana
Substation.



BLOUBERG MUNICIPALITY



CONTRACT NO: BM27/22/23

CONSTRUCTION OF SENWABARWANA SUBSTATION PHASE 03

C6 DRAWINGS

C5.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

