



BLOUBERG MUNICIPALITY

BLOUBERG LOCAL MUNICIPALITY

CIDB Class Grading 3GB or Higher

CONTRACT NO: BM06/22/23

FOR

CONSTRUCTION OF DANTZIG CRECHE

PROCUREMENT DOCUMENT

OCTOBER 2022

NAME OF TENDERER :

TENDER PRICE:

PREPARED BY:

Dolmen Engineers cc
P.O. Box 468
Bendor Park
0718



Tel: (015) 295 4885
e-mail: polokwane@dolmenengineers.co.za / dolmeneng@gmail.com

ISSUED BY:

The Municipal Manager
BLOUBERG LOCAL MUNICIPALITY
P.O. Box 1593
Senwabarwana
0790

Tel: (015) 505 7100
Email: info@blouberg.gov.za



EXPANDED PUBLIC WORKS PROGRAMME

Manager Supply chain : Mr. W, Kgowa (015) 505 7100

Manager PMU : M Rabumbulu (015) 505 7177



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T.1

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THE TENDER

PART T1 : TENDERING PROCEDURES
PART T2 : RETURNABLE DOCUMENTS



T.2

BLOUBERG LOCAL MUNICIPALITY

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Project Number	Project Name and Description	Evaluation Criteria	CIDB Grading	Compulsory Briefing	Closing Date	Contact Person	Venue
BM06/22/23	Construction Of Dantzig Creche	80/20 Preference Points Functionality =80 Equity =20 (refer to the B-BBEE status level of contributor points)	GRADE: 3GB or higher	18 October 2022	24 October 2022	Ms M Rabumbulu Tel No: (015) 505 7177	Blouberg Local Municipality Council Chamber

Bidders who gets less than 70% Point thresholds (on functionality) will not be evaluated further on 80/20 preference point system.

Mandatory requirements: CK Doc, CSD, copy of Valid Tax Clearance with Pin. NB: All those documents must be valid for 3 Months.

The Municipality adheres to all acts relevant to procurement of Goods and /or services and its supply chain Management Policy.

Terms of reference containing the conditions of tender, Evaluation criteria as well as applicable procurement terms and conditions will be available from e-tender (www.e-tenders.gov.za) or www.blouberg.gov.za at no fee.

Tender documents must be deposited into the Tender Box located in the reception area of Municipal office in Senwabarwana, in a sealed envelope clearly marked "**Tender No BM06/22/23 - CONSTRUCTION OF DANTZIG CRECHE**".

Bidders shall take note of the following conditions:

- ◇ Blouberg Local Municipality Supply Chain Management policy & Preferential Procurement Regulation 2017 Will apply;
- ◇ The Municipality is not obliged to accept the lowest or any bidder
- ◇ Each page of the terms of reference must be initialized
- ◇ Electronic, facsimile, e-mailed and late, incomplete, penciled and unsigned Tenders will not be accepted;
- ◇ A valid Central Suppliers Database (CSD) document must be submitted (less than 3 Months old)



T.4

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- ◇ Certified valid B-BBEE certificate or Sworn Affidavit must be submitted; (Not disqualifiable factor)
- ◇ The latest Municipal Account with Municipal rates & Services charges for both company and directors must be attached, (NB: Bidders may not be in areas for more than 3 months with these rates and charges). Lease agreement for Lessee and Municipal rates and taxes statement for the lessor as proof of the existence of the property and Tribal office letter for rural area.
- ◇ CK and copy of Tax Clearance must also be attached
- ◇ Bids submitted are to hold good for 90 days
- ◇ Company profile must be attached

NB: Failure to comply with these conditions will result with immediate disqualification of your bid



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MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (BLOUBERG LOCAL MUNICIPALITY)					
BID NUMBER:	BM06/22/23	CLOSING DATE:	24 October 2022	CLOSING TIME:	11h00
DESCRIPTION	CONSTRUCTION OF DANTZIG CRECHE				
COMPULSORY BRIEFING	Date: 18 October 2022 Briefing time: 11h00 Venue: Blouber Local Municipality Council Chamber				
CIDB	3GB or higher				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
2nd Building					
Mogwadi/ Senwabarwana Road					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R		
5. SIGNATURE OF BIDDER	.....	6. DATE			
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					



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PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER :

CAPACITY UNDER WHICH THIS BID IS SIGNED :

DATE :



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T1.2 TENDER DATA

This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and August 2019, Vol. 650 of 2019 in Government Gazette No 42622 of 08 August 2019 - 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. In the interpretation of any ambiguity or inconsistency between the Tender Data and the Standard Conditions of Tender, the Tender Data shall have precedence.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Subclause	Tender Data						
<p><u>EMPLOYER</u> C.1.1</p>	<p>The “Employer” for this Contract is: The BLOUBERG LOCAL MUNICIPALITY</p> <p>The Employer’s domicilium citandi et executandi and address for communication relating to this project is:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">POSTAL</td> <td style="width: 33%; text-align: center;">OR</td> <td style="width: 33%;">PHYSICAL</td> </tr> <tr> <td>P. O. BOX 1593 Senwabarwana 0790</td> <td></td> <td>2nd Building Mogwadi/ Senwabarwana Road Senwabarwana, 0790</td> </tr> </table> <p>Contact Manager Supply chain : Mr. W. Kgowa (015) 505 7100 Manager PMU : M Rabumbulu (015) 505 7177</p>	POSTAL	OR	PHYSICAL	P. O. BOX 1593 Senwabarwana 0790		2 nd Building Mogwadi/ Senwabarwana Road Senwabarwana, 0790
POSTAL	OR	PHYSICAL					
P. O. BOX 1593 Senwabarwana 0790		2 nd Building Mogwadi/ Senwabarwana Road Senwabarwana, 0790					
<p><u>TENDER DOCUMENTS</u> C.1.2</p>	<p>“The following documents form part of this Tender:</p> <p>Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2 T2.1 List of returnable documents T2.2 Returnable schedules T2.3 Returnable Schedules that will be incorporated into the Contract</p>						



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Subclause	Tender Data
	T2.4 Other Schedules and Documents that will be Incorporated into the Contract.
	THE CONTRACT
	<p>Part C1: Agreements and contract data</p> <ul style="list-style-type: none"> C1.1 Form of offer and acceptance C1.2 Agreement in terms of the Occupational Health and Safety Act C1.3 Form of guarantee C1.4 Form Agreement in terms of the Mine Health and Safety Act C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act C1.6 Abstracts of the Mine Health and Safety Act No 29 C1.7 Contract data <p>Part C2: Pricing data</p> <ul style="list-style-type: none"> C2.1 Pricing instructions C2.2 Bills of quantities C2.3 Summary of Bills of Quantities C2.4 Calculation of Tender Sum <p>Part C3: Scope of work</p> <ul style="list-style-type: none"> C3.1 Description of Works C3.2 Engineering C3.3 Procurement C3.4 Construction C4.5 Management <p>Part C4: Site information</p> <ul style="list-style-type: none"> C4.1 Site Information C4.2 Locality Plan <p>Part C5: Annexures</p> <ul style="list-style-type: none"> C5.1: Proforma Documents C5.2: Drawings C5.3: Guidelines for the Implementation of Labour-Intensive Infrastructure Projects Under the Expanded Public Works Programme (EPWP) C5.4: Blouberg Local Municipality Supply Chain Management Policy
<p><u>EMPLOYER'S AGENT</u> <u>C1.4</u></p>	<p>The Employer's agent is:</p> <p>Name : Dolmen Engineers CC</p> <p>Address : 22A Pres Paul Kruger Street Polokwane 0699</p> <p>Name : M.P. Sematla</p> <p>Telephone : (015) 295 4885 Fax: (015) 295 8384</p> <p>E-Mail : polokwane@dolmenEmployer's Agents.co.za / dolmeneng@gmail.com</p>



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Subclause	Tender Data
<u>Insurance</u> C.2.9	No insurance cover will be provided by the Employer
C.2.10	<p>Pricing the Tender offer</p> <p>(a) <u>Value Added Tax</u></p> <ul style="list-style-type: none"> • The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation. • The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued. • Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderer’s liability with the South African Revenue Services is effective.
C.2.11	<p>Alterations to document</p> <p>A Tender offer shall not be considered if alterations have been made to the forms of Tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.</p> <p>If the Tenderer considers that any of the Tender documents are deficient in any respect and require clarification, or if any words or figures are indistinct or ambiguous, or should Tenderers have any queries regarding this document they may contact by e-mail only to the Employer indicated in C1.1 above.</p> <p>Telephone discussions shall only be permitted in order to clarify written queries.</p> <p>No unauthorized alteration, addition or note entered by Tenderer in Tender documents shall modify the printed text.</p>
<u>Alternative Tender Offers</u> C. 2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer’s standards and requirements, the details of which may be obtained from the Employer’s Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor 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.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer’s costs of confirming the acceptability of the detailed design before it is constructed.</p>
<u>Submitting a Tender Offer</u> C2.13 C.2.13.1	<p><u>Whole of the Works</u></p> <p>Tenderers shall offer to provide for the whole of the Works identified.</p>



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Subclause	Tender Data
C.2.13.2	<p><u>Original Tender documents</u></p> <p>The original Tender document, issued to the Tenderer, shall be submitted in its entirety. No copies are required.</p> <p>All returnable documents clearly marked with the Project number and the name of the Tenderer must be in a separate file, clearly indexed and separated by marked sheets.</p>
C.2.13.5	<p><u>Marking of Tender Submissions</u></p> <p>The complete Tender documents shall be enclosed and sealed in a single envelope, marked: “CONTRACT No. BM06/22/23 FOR: CONSTRUCTION OF DANTZIG CRECHE.”</p> <p>The Employer’s address for delivery of Tender offers to be shown on each tender submission package is the Tender box located at the reception area of Municipal office in Senwabarwana.</p>
C.2.13.6	<p><u>Two envelope system</u></p> <p>A two-envelope procedure will not be followed</p>
C.2.15	<p><u>Closing Time</u></p> <p>Closing time for submission of tender offers is: 11H00 on 24 October 2022. Telephonic, telegraphic, telex, facsimile, e-mailed or postal tender offers will not be accepted.</p>
C.2.16	<p><u>Tender offer validity</u></p> <p>The Tender Offer validity period is 90 (Ninety days) days from the closing date for submission of tenders.</p>
C.2.18.1	<p><u>Provide other Material</u></p> <p>Upon request by the Employer, the Tender shall promptly supply any other material that has a bearing on the tender offer, the Tenderer’s commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Tenderer not provide the information or material called for, by the time for submission stated in the Employer’s request, the Employer will regard the tender offer as being non-responsive.</p>
C.2.19	<p><u>Inspections, tests and analysis</u></p> <p>Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.</p>
C.2.22	<p><u>Return of Tender documents</u></p> <p>Not applicable.</p>
C.2.23	<p><u>Certificates</u></p> <p>The tenderer is required to submit with his tender:</p>
	<p>(1) Tax Clearance Certificate issued by the South African Revenue Services; and</p> <p>(2) an original or certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.</p> <p>(3) In case of Joint Venture – the Joint Venture Agreement.</p>



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Subclause	Tender Data
<u>Opening of Tender Submissions</u> C.3.4	The time and location for opening of tender offers: Time 11h00 on 24 October 2022 Location: Blouberg Local Municipality 2nd Building, Mogwadi/ Senwabarwana Road
C.3.5	Two-envelope system The two-envelope system will not apply to this Tender
<u>Arithmetical Errors</u> C.3.9.1	Delete paragraphs (b) and (c) of C.3.9.1 and replace with: <ul style="list-style-type: none"> b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, such error will be corrected by the Employer in determining the Contract Price. d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorized work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorized Provisional Sums and items of extra work as have become payable in terms of the Contract Data.
C.3.11	<u>Evaluation of Tender Offers</u> Tenders will be evaluated on quality, price and preference. It is important that the relevant information is included to enable the Technical Proposal to be evaluated in accordance with the procedure outlined below. All information must be submitted in a separate file. Tampering with the original tender document will render the tender non-responsive. Failure to comply with the above requirements will result in the Tender being disqualified. The Tender evaluation will be conducted as follows: Responsive tenders will be evaluated according to the Preferential procurement Regulations, 2017 as published in Government Gazette 40553 dated 20th January 2017. <u>First stage –Compliance with Tender Conditions and other Requirements</u> The tender will be checked to ensure that they comply with the Tender Conditions and all other requirements of the project document. In particular, the following documentation must be completed, signed and included in the tender: <ul style="list-style-type: none"> a Proof of a valid SARS TCS PIN b Company Registration Certificate (CK) c Colour Coding d Attendance of compulsory Briefing Session e Certified Copies of Company Owner's ID Book(s) not older than 3 months f Original or certified copy of up-to-date statement of municipal rates & taxes and municipal service charges for company and company owners (not more than three months and not in arrears), if renting a lease agreement. If a bidder is operating where municipal rates are not applicable, a certified copy of residence from traditional authority must be submitted g Relevant CIDB Grading (3GB OR HIGHER) h B-BBEE Certificate (for preferential points) i Signed Audited Annual Financial Statements for 3 consecutive years j Letter of intent to sub-contract



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Subclause	Tender Data								
	<p>k Authority for Signatory l Completion of Form of Offer m Completion and Compliance with Addendum n Joint Venture Agreement (if applicable) o COIDA p Completion of Schedule of Quantities q Insurance Statement r Completion of MBD Forms (MBD 1, 2, 4, 6, 7, 8 & 9) s The Central Supplier Data Base (CSD)</p> <p>Failure to comply with the Tender Conditions or to supply the necessary information at tender closure WILL result in the tender being rejected. Non submission of any of the forms listed above will result in the Tender being rejected as non-responsive.</p> <p><u>Second Stage in Evaluation: Quality or Functionality: Points System</u></p> <p>A brief description of the scoring system is given below. A tabulated score sheet which will be used in the evaluation is as shown below. The tenderer must be able to demonstrate that he understands the project and the various tasks required. Innovative solutions will be viewed favorably. For a definition of all terms, refer to Scope of Works. Tenderers' submissions will be evaluated based on compliance with the following criteria to determine the responsiveness to the Tender requirements:</p> <ol style="list-style-type: none"> i. Capability statement of the company with regard to this type of work in BLM, and the specifications of this bid in particular. Provide project descriptions of similar completed projects, highlighting similarities between the completed projects and the specifications of this project. Highlight experience with similar projects in South in the past 10 years. Provide contact details of employers for these projects. Points will be awarded for each project completed that is at least one grading lower than the CIDB grading called for this project. ii. Organogram and CV's for key personnel iii. Bank rating iv. Plant and equipment: Indicate own and hired equipment, clearly indicating equipment to be used specifically for this project. <p>It is important that the tenderer provides information as requested as this information will be used for functionality in which a minimum of 70 points must be scored to move to the next stage of evaluation. The scoring will be according to the table below:</p> <p>Scoring of Functionality:</p> <p>Functionality will be as follows</p> <table data-bbox="437 1816 1023 1951"> <tr> <td>a) Company Reputation and Reference</td> <td>40%</td> </tr> <tr> <td>b) Management and key staff experience</td> <td>35%</td> </tr> <tr> <td>c) Financial capacity</td> <td>5%</td> </tr> <tr> <td>d) Plant and equipment</td> <td>10%</td> </tr> </table>	a) Company Reputation and Reference	40%	b) Management and key staff experience	35%	c) Financial capacity	5%	d) Plant and equipment	10%
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	<p>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.</p> <p>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</p> <p>The minimum score required for functionality is 70% points, 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:</p> <ul style="list-style-type: none"> • Copy of Appointment Letter for current projects, and • Certified Copy of Completion Certificate. • Certified Copy of Qualifications 																							
	<p><u>Third stage – Evaluation in terms of the 80/20 Preference Point System:</u></p> <p><u>Step 1: Calculation of points for Price</u></p> <p>The following must be completed in full</p> <ul style="list-style-type: none"> * The pricing schedules * The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated. <p>A total of 80 points will be awarded to the Tender with the lowest balanced price. The other Tenderers will be awarded points based on the ratio of the price under consideration to the lowest price.</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>where</p> <p>P_s = Points scored for comparative price of Tender under consideration</p> <p>P_t = Comparative price of Tender under consideration</p> <p>P_{min} = Comparative price of lowest acceptable Tender</p>																							



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	<p><u>Step 2: Calculation of points for B-BBEE status level of contributor</u></p> <p>The Tenderers will then be evaluated in terms of the Construction industry scorecard and the PPPFA regulation 40553 issued on 20 January 2017 with the values of Ph indicated as the number of points shown below.</p> <p>FOR BEE EVALUATION: Kindly complete and sign the MBD.6.1 and attach ORIGINAL or CERTIFIED BBEE certificates or the sworn affidavit.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">B-BBEE Status Level of Contributor</th> <th style="text-align: center;">Number of points (80/20 system)</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="text-align: center;">20</td></tr> <tr><td style="text-align: center;">2</td><td style="text-align: center;">18</td></tr> <tr><td style="text-align: center;">3</td><td style="text-align: center;">14</td></tr> <tr><td style="text-align: center;">4</td><td style="text-align: center;">12</td></tr> <tr><td style="text-align: center;">5</td><td style="text-align: center;">8</td></tr> <tr><td style="text-align: center;">6</td><td style="text-align: center;">6</td></tr> <tr><td style="text-align: center;">7</td><td style="text-align: center;">4</td></tr> <tr><td style="text-align: center;">8</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">Non-compliant contributor</td><td style="text-align: center;">0</td></tr> </tbody> </table> <p>A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for B-BBEE.</p> <p>The points scored for price shall be added to the points scored for B-BBEE 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 B-BBEE.</p> <p>(b) If two or more bids have equal points, including equal preference points for B- BBEE, 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>	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
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<p><u>ACCEPTANCE OF TENDER OFFER</u> C.3.13</p>	<p>Tender offers will only be accepted on condition that:</p>																				



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	<p>a) Tenderers have met all Tender conditions and administrative responsiveness requirements. (Refer Clause C3.11 2(a).)</p> <p>b) tenderer has obtained at least sixty (60) percentage points for Functionality. (Refer to Clause C3.11. 2(b))</p> <p>c) Parties to the Contract (i.e., Employer and the tenderer) agreeing on mutually acceptable contractual terms and conditions failure which the Employer reserves the right to appoint an alternative tender.</p>
<p><u>PROVIDE COPIES OF THE CONTRACT DOCUMENT C.3.17</u></p>	<p>The number of paper copies of the signed Contract to be provided by the Employer to the successful Tender is one</p>
<p>BLM Special No.1 SMME's:</p>	<p>SMME's:</p> <p>It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as "having their head office within the Limpopo Province boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The Contractor must show his intension for subcontracting in the form of letter and this is mandatory and will be used as an evaluation criteria.</p>
<p>BLM Special No.2 Labour Content:</p>	<p>The minimum Labour content for this project shall be 15 Local Labour.</p>
<p>EPWP</p>	<p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.</p>



T.18

BLOUBERG LOCAL MUNICIPALITY

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PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1	LIST OF RETURNABLE SCHEDULES	T.19
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.75



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T2.1 LIST OF RETURNABLE SCHEDULES

T2.1 A	DECLARATION OF GOOD STANDING REGARDING TAX	T.22
T2.1 B	TAX CLEARANCE REQUIREMENTS MBD 2	T.23
T2.1 C	CSD	T.25
T2.1 D	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	T.26
T2.1 E	COMPANY REGISTRATION	T.27
T2.1 F	CERTIFICATE OF AUTHORITY	T.28
T2.1 G	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.31
T2.1 H	RECORD OF ADDENDA TO TENDER DOCUMENTS	T.32
T2.1 I	CERTIFICATE OF NON-COLLUSIVE TENDER	T.33
T2.1 J	CERTIFICATE OF INDEPENDENT DETERMINATION	T.35
T2.1 K	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014	T.37
T2.1 L	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.38
T2.1 M	COMPULSORY ENTERPRISE QUESTIONNAIRE	T.39
T2.1 N	PRICING SCHEDULE – FIRM PRICES MBD 3.1	T.42
T2.1 O	PRICING SCHEDULE – NON-FIRM PRICES MBD 3.2	T.43
T2.1 P	DECLARATION OF INTEREST MBD 4	T.46
T2.1 Q	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) MBD 5	T.50
T2.1 R	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 MBD 6.1	T.52
T2.1 S	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT	T.57
T2.1 T	CONTRACT FORM - PURCHASE OF GOODS/WORKS MBD 7.1	T.60
T2.1 U	CONTRACT FORM - RENDERING OF SERVICES MBD 7.2	T.62
T2.1 V	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD 8	T.64
T2.1 W	CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD 9	T.66
T2.1 X	CURRICULUM VITAE OF THE SITE AGENT	T.69
T2.1 Y	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND	T.70
T2.1 Z	EMPLOYMENT OF SMME'S	T.74



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CHECKLIST:

No.	Requirements Checklist (Bids will be disqualified if the following is not provided)	Tick	Comment if not Attached
COMPULSORY			
1.	Proof of SARS TCP PIN (for all companies in case of a Joint Venture)		
2.	Company Registration Certificate (for all companies in case of a Joint Venture)		
3.	Document printed in colour coding		
4.	Attendance of compulsory Briefing Session		
5.	Certified ID copies of all directors/member/shareholders of the company not older than 6 months (for all companies in case of a Joint Venture)		
6.	The latest Municipal Account with Municipal rates & Services charges for both company and directors must be attached,(NB: Bidders may not be in arrears for more than 3 months with these rates and charges).Lease agreement for Lessee and Municipal rates and taxes statement for the lessor as proof of the existence of the property and Tribal office letter for rural area		
7.	Copy of relevant CIDB Grading		
8.	Signed Audited Annual Financial Statements for 3 consecutive years		
9.	Letter of intent to sub-contract		
10.	Authority for Signatory		
11.	Completion of Form of Offer		
12.	Completion and Compliance with Addendum		
13.	COIDA		
14.	Completion of Schedule of Quantities		
15.	Insurance Statement		
16.	Completion of MBD Forms (MBD 1, 2, 4, 6, 7, 8 & 9)		
17.	The bidder must submit master registration number (CSD registration no.) to enable the municipality to verify bidder's tax compliance and other information		
IF APPLICABLE			
15.	In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached		
REQUIRED FOR POINTS SCORING			
16.	Curriculum Vitae of key personnel with original certified copies of qualifications, years of relevant experience on similar projects and projects names.		
17.	Schedule of company experience (appointment letters and completion certificates)		



T.21

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18.	Schedule of plants		
19.	Bank rating letter not older than 3 months		
20.	Original /certified copy of B-BBEE certificate (Consolidated B-BBEE certificate in case of a Joint Venture)		

Note: This is just a guide to assist you and is not necessarily all the information required. The BLM indemnifies itself and retain the rights to evaluate the full documentation.

Service provider / representative

Signature



T.22

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T2.1 A DECLARATION OF GOOD STANDING REGARDING TAX

The Contractor shall attach in this page the SARS Tax Clearance certificate with Pin.



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T2.1 B TAX CLEARANCE REQUIREMENTS

MBD 2

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.



T.25

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T2.1 C CSD

The bidder must submit master registration number (CSD registration no.) to enable the municipality to verify bidder's tax compliance and other information.



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T2.1 D CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

Copy of relevant CIDB Grading downloadable from the CIDB website.

Note:

- 1.Failure to attach such documentation as prescribed on this page shall result in this tender not being further considered for the award of the contract.
- 2.Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

SIGNED ON BEHALF OF THE TENDERER:



T.27

BLOUBERG LOCAL MUNICIPALITY

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T2.1 E COMPANY REGISTRATION

Bidders to attach the company registration document. In case of Joint Venture all bidders to submit.

SIGNED ON BEHALF OF THE TENDERER:



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T2.1 F CERTIFICATE OF AUTHORITY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>				

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Ms..... acting in the capacity of..... was authorized to sign all documents in connection with this bid and any contract resulting from it on behalf of the company.

As witness

- 1.....
.....
Chairman
- 2.....
.....

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as..... hereby

authorize Mr/Ms....., acting in the capacity of..... to sign all documents in connection with the bid for Contract..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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



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C. Certificate for Joint Venture

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr/Ms.....,authorized signatory of the company.....,

acting in the capacity of lead partner, to sign all documents in connection with the bid offer for Contract.....and any other contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As Witness:

1.....

.....

Signature: Sole owner

2.....

.....

Date



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E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorize Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the bid for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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



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T2.1 G CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....(address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at(location) on.....(date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

Name..... Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/ Employer's Agent, namely:

Name..... Signature.....

Capacity..... Date & Time.....



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T2.1 H RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed..... Date

Name..... Position.....

Tenderer.....



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T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of Bidders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these Bidders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:



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I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of Bidders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these Bidders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:



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T2.1 J CERTIFICATE OF INDEPENDENT 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 Institution)

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 consortium 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.



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- 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



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**T2.1 K COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND
CONSTRUCTION REGULATIONS, 2014**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in BLOUBERG LOCAL MUNICIPALITY terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.



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T2.1 L FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

Furnish an audited copy of the latest set of financial statements together with Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

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

- a) Account Holder Name:.....
- b) Name of Bank:
- c) Branch of Bank
- d) Town/city/suburb where bank is situated.....
- e) Contact Person at the Bank:.....
- f) Telephone number of Bank: Code: Number:
- g) Account Number:
- h) Bank rating:.....

SIGNED ON BEHALF OF THE BANK
 NAME OF BANK OFFICIAL:.....
 DESIGNATION:



BANK STAMP

I/We hereby authorise the Employer to approach the above Bank for confirmation.

SIGNED ON BEHALF OF THE TENDERER:

DATE:

NB: ANY OTHER DOCUMENT WILL NOT BE ACCEPTED



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T2.1 M COMPULSORY ENTERPRISE QUESTIONNAIRE

THE FOLLOWING PARTICULARS **MUST** BE FURNISHED, IN THE CASE OF A JOINT VENTURE SEPARATE ENTERPRISE QUESTIONNAIRES IN RESPECT OF EACH PARTNER **MUST** BE COMPLETED AND SUBMITTED OTHERWISE THE TENDER WILL BE DECLARED NON-RESPONSIVE

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity Number *	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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



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

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

- Insert separate page if necessary

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

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

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

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

- Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;



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- | | |
|------|--|
| iii) | confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; |
| iv) | confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and |
| v) | confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. |

Signed Date

Name Position

Enterprise name



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T2.1 N PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

MBD 3.1

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

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

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

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

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

*Delete if not applicable



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**T2.1 O PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

MBD 3.2

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

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

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

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

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO.

**** (ALL APPLICABLE TAXES INCLUDED)**

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

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

***Delete if not applicable**



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PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

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

Where:

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

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

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

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

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



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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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



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T2.1 P DECLARATION OF INTEREST

MBD 4

1. 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.

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

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

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, hareholder²):.....

2.4 Company Registration Number:

2.5 Tax Reference Number.....

2.6 VAT Registration Number:

2.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 3 below.

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

2.8.1 If yes, furnish particulars.....
.....

¹MSCM 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
- (e) institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (f) a member of the accounting authority of any national or provincial public entity; or
- (g) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

2.9.1 If yes, furnish particulars.....
.....

2.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with



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the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If yes, furnish particulars.....
.....

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

2.11.1 If yes, furnish particulars.....
.....

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

2.12.1 If yes, furnish particulars.
.....

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

2.13.1 If yes, furnish particulars.
.....

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

2.14.1 If yes, furnish particulars:
.....



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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder



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DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....

signature

.....

date

.....

position

.....

name of bidder



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T2.1 Q DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) MBD 5

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. ***YES / NO**

.....
.....

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

2.1 If no, this serves to certify that the 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. ***YES / NO**

2.2 If yes, provide particulars.
.....
.....

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

3.1 If yes, furnish particulars
.....
.....

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

4.1 If yes, furnish particulars
.....
.....

* Delete if not applicable

CERTIFICATION



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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



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T2.1 R PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 **MBD 6.1**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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- e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) “prices” includes all applicable taxes less all unconditional discounts;
- h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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



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5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM



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- 8.1 Name of company/firm :.....
- 8.2 VAT registration number :.....
- 8.3 Company registration number

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number

Stand Number

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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



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- paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:



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T2.1 S 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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of 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



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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.



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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 has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the 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, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



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FOR
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T2.1 T CONTRACT FORM - PURCHASE OF GOODS/WORKS MBD 7.1

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment 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:



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PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	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 ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE.....



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FOR
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T2.1 U CONTRACT FORM - RENDERING OF SERVICES MBD 7.2

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:
 - (iv) 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;
 - (v) General Conditions of Contract; and
 - (vi) 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 fulfillment 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
3
DATE:	



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CONTRACT FORM - RENDERING OF SERVICES

MBD 7.2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I..... in my capacity as..... accept your bid under reference number dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating service delivery instructions is forthcoming.
- 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 authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



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T2.1 V DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 8

(Note that in this document, the words bid and tender, bidder and tenderer; bidders and tenderers should be used interchangeably)

1. The bid of any bidder may be disregarded if the bidder, or any of its directors have-
 - a. abused the Lepelle-Nkumpi Local Municipality's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system, or
 - c. Failed to perform on any previous contract.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
2.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		



T.65

BLOUBERG LOCAL MUNICIPALITY

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FOR

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CERTIFICATION

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

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

Signature

Date

Position

Name of Bidder



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T2.1 W CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 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. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. 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.



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CERTIFICATE OF INDEPENDENT BID DETERMINATION (CONTINUE)

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;



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- (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



T.69

BLOUBERG LOCAL MUNICIPALITY

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FOR

CONSTRUCTION OF DANTZIG CRECHE

T2.1 X CURRICULUM VITAE OF THE SITE AGENT

Tenderer to supply curriculum Vitae of the Site Agent. This curricula vita shall provide evidence of relevant experience of the Site Agent. The personnel included here shall be used on the project unless otherwise agreed to by the Employer's Agent.

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T2.1 Y REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

K1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 2 (E) applies to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, including VAT, for which the contractor proposes to engage labour and EME OR QSEs.

K2.2 Local Labour Maximisation

It is a requirement of this contract that participation in the contract must be granted to labour in order to maximize job creation as well as to maximize expenditure towards the unemployed.

The specified target value for local labour is 15 Labour paid at R165/day. This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. Labour is defined as hourly paid personnel including the CLO.

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.

K2.3 EME OR QSE

1. "EME" means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the BroadBased Black Economic Empowerment Act;

2. "QSE" means a qualifying small business enterprise in terms of a code of good practice non black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Penalties: The penalties for not reaching the required EME OR QSE target values will be calculated at **200%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **75%** of the planned monthly accumulative figures. No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.



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K2.4 Broad-Based Black Economic Empowerment (B-BBEE)

As assigned in the Codes of Good Practice, B-BBEE means the economic empowerment of all Black People through diverse but integrated socio-economic strategies that include, but not limited to:

- increasing the number of Black People that manage, own and control enterprises and productive assets;
- facilitating ownership and management of enterprises and productive assets by communities, workers, co-operatives and other collective enterprises;
- human resources and skills development;
- achieving equitable representation in all occupational categories and levels in the workforce;
- preferential procurement; and
- investment in enterprises that are owned or managed by Black People.

As part of this tender, preference will be given to B-BBEE Level Contribution.

The B-BBEE Level Contributor, meaning the B-BBEE Status received by a measured entity based on its overall performance using the generic scorecard contained in the Codes of Good Practice, will be used during tender evaluation to allocate points to

the tenderer. A maximum of 10 points (90/100 evaluation) may be awarded to a bidder for attaining their B-BBEE status level contemplated in the Codes of Good Practice.

The Act governing the B-BBEE is the Broad-Based Black Economic Empowerment Act, No. 53 of 2003

K2.5 Target values

The values of the targets (including VAT) are expressed as follows:

- At Tender stage: As a percentage of the Tender Sum (i.e. excluding Contingencies, CPA and Rise and Fall, but inclusive of VAT) as proposed by the tenderer in his tender
- After Award: As a percentage of the certified work done (i.e. excluding savings, but inclusive of variation orders and VAT)

The monetary total of these values shall be the CPG.

In this project the minimum target values shall be as follows:

Local Labour Maximisation (wages) : Minimum of 15 Local Labour at R165/Day

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.



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K3 Contract Participation Performance (CPP)

K3.1

The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make the Contractor liable for penalties as described above.

K3.2

Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate. The format should be confirmed with the Social Division of BLOUBERG LOCAL MUNICIPALITY at the time of site handover.

K4 Training

Provision will be made in the SCHEDULE OF QUANTITIES for structured training to be provided by the contractor.



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RDP1(E) SCHEDULE OF LOCAL LABOUR CONTENT

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

The specified target value is **15 Labour**.

Note: This labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. The minimum targets are tabled below:

Number of Local Labour offered	15
---------------------------------------	-----------

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel including the CLO.**
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.6.5.**
- (3) Rates for labour must R165/day as determined by the Municipal Council of Blouberg Local Municipality**

Signed.....

Date.....

Name.....

Position.....



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T2.1 Z EMPLOYMENT OF SMME'S

It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as "having their head office within the Limpopo Province boundaries, however preference will be given to local businesses within the vicinity of the project". **The Tender in his submission must include his intension to subcontract and what percentage he/she intends to subcontract.** BLM reserves the right to apply penalties for failure to meet the target as indicated in the letter of intent.

ONLY SMME subcontractors/suppliers should be employed to do the work listed in the table below.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.	
Total percentage of the tender sum committed to SMME companies	

Signed.....

Date.....

Name.....

Position.....



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T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	SCHEDULE OF PLANT AND EQUIPMENT.....	T.76
T2.2 B	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.77
T2.2 C	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.78
T2.2 D	PROJECT PROGRAMME AND METHOD STATEMENT	T.79
T2.2 E	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.80
T2.2 F	BROAD BASED BLACK ECONOMIC EMPOWERMENT	T.81
T2.2 G	TENDER QUALIFICATIONS	T.82



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T2.2 A SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed..... Date.....

Name..... Position.....

Tenderer.....



T.79

BLOUBERG LOCAL MUNICIPALITY

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T2.2 D PROJECT PROGRAMME AND METHOD STATEMENT

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

SIGNED ON BEHALF OF TENDERER:

Note to Tenderer

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.



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T2.2 E SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6	R
7 (FINAL)	R
TOTAL: R..... (EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT (CPA))	

SIGNED ON BEHALF OF TENDERER:



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T2.2 F BROAD BASED BLACK ECONOMIC EMPOWERMENT

The tenderer shall furnish BLM with the necessary information to enable BLM to evaluate the submission for B-BBEE Level Contribution.

It is a requirement to attach a Broad Based Black Empowerment Verification Certificate (issued by a service provider accredited to SANAS), indicating amongst others the following information:

- Company name
- Company Registration Number
- VAT Number
- Issue Date
- Expiry Date
- Level Contributor
- Name of Accredited Service Provider

NOTE: If the Service Provider is not accredited by a Registered Auditor approved by IRBA or Verification Municipality accredited by SANAS, no points will be given for BBEE Level Contributor.

SIGNED ON BEHALF OF THE TENDERER



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T2.2 G TENDER QUALIFICATIONS

Should the Tenderer wish to make any departure from the Conditions of Contract, Scope of Professional Services or Pricing Schedule, or to qualify his Tender in any way, he shall set out his proposals clearly in the table below. Alternatively the Tenderer may state the qualifications in a covering letter attached to his Tender and referred to below.

If there is no entry or reference made in the table below, then the Tender will be deemed to have no qualifications. A copy of this form shall be included in the Technical Proposal.

PAGE	DESCRIPTION

SIGNED ON BEHALF OF THE TENDERER:



C-1

BLOUBERG LOCAL MUNICIPALITY

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THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



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PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.	C.7
C1.3	PERFORMANCE GUARANTEE	C.10
C1.4	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997.....	C.16
C1.5	CONTRACT DATA	C.17



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C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

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The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

.....

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 organization)

Name of Witness Signature

Date

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 C1 Agreements and contract data, (which includes this agreement)
- PART C2 Pricing data
- PART C3 Scope of work



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PART C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be 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 copy of the fully signed original 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 Employer
(Name and address or organization)

Name of Witness Signature
Date

For the Contractor:

Signature(s)
Name(s)
Capacity
.....
(Name and address of organization)

Name of Witness Signature
Date



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Schedule of Deviations

Item	Deviation 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 changes 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 Contractor:

Signature(s)

Name(s)

Capacity

.....

(Name and address of organization)

Name of Witness Signature

Date

For the Employer:

Signature(s)

Name(s)

Capacity

.....

(Name and address of organization)

Name of Witness Signature

Date

Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day) of (month) 20..... (year)

at (place)



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For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

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C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.

This AGREEMENT made at on this day of in the year between **Blouberg Local Municipality** (hereinafter called “the Employer” on the one part, herein represented by in his capacity as And delegate of the Employer and (hereinafter called “the Principal Contractor”) of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No **BLM 06/22/23** For **CONSTRUCTION OF DANTZIG CRECHE**

in the Blouberg LocalMunicipality of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, February 2014):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer’s Agent requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 5.14 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African Institution of Civil Employer’s Agenting (hereinafter referred to as “the GCC 2015”), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following: -
 - a) All 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 7: duties of Principal contractor and Contractor.
 - ii. Section 8: Management and supervision of construction work
 - iii. Section 37: Acts or omissions by employees or mandatories and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2014, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.

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5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor 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 Principal Contractor 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 issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1) (a) of the Mine Health and Safety Act of 1996, The Blouberg LocalMunicipality. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for, with effect from until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.



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- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the Council, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

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

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

WITNESS: 1..... 2.....

NAME(IN CAPITALS) 1..... 2.....

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER

.....

WITNESS: 1..... 2.....

NAME(IN CAPITALS) 1..... 2.....

DATE:

Copy to: The Chief Inspector - Department of Minerals and Energy



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C1.3 PERFORMANCE GUARANTEE

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: -----

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

Physical address: -----

Postal address: -----

Tel:-----

Fax: -----

“Employer” means: **Blouberg LocalMunicipality**.

“Contractor” means: -----

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

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

“**Employer’s Agent**” means: -----

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

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

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

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

Amount in words: -----

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

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

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PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the certificate of completion issued by Blouberg LocalMunicipality signed by the Director of EMPLOYER'S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.



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- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractor's letter head)**

APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMEUREMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manager: The Municipality who is our client, 'Blouberg LocalMunicipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, And contact number, on contract no **CONTRACT No. BM06/22/23 FOR: MOTSINONI STREET PAVING**

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.



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You are further required to inform the Manager, as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:.....
.....

DATE:.....
.....

WITNESS: 1..... 2.....

NAME(Print): 1..... 2.....

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:.....
.....

DATE:.....
.....

WITNESS: 1..... 2.....

NAME(Print): 1..... 2.....



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EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)

APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMENDEMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manger: The Municipality, who is our client, 'Blouberg LocalMunicipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED:..... DATE:
.....

NAME:.....

SIGNED:..... DATE:
.....

NAME:.....

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C1.4 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph

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C1.5 CONTRACT DATA

C1.5.1 GENERAL CONDITIONS OF CONTRACT

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

SAICE

Waterfall Park
Howick Gardens
Vorna Valley Half way House
Becker Street
MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

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

The Joint Building Contracts Committee for building works (Series 2000 of 2007) Published by the Joint Building Contracts Committee South Africa (JBCC) is also applicable.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

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

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

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2. ADDITIONAL SPECIAL CONDITIONS OR AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

2.1 General

The following clauses add to, vary or otherwise amend the General Conditions of Contract:

2.1.1 Cession (CL 2.5.1)

Delete the words "without the written consent of the other".

2.1.2 Contractor's Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12:

"Where a form is included in the Appendix to the Contract Data for this purpose, the Bidder shall fill in the name of the person he proposes to entrust with the post of Contractor's Site Agent on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered in the list.

The Contractor's Site Agent shall be on Site at all times when work is being performed.

The person as approved of by the Employers Agent in writing shall not be replaced or removed from Site without the written approval of the Employers Agent."

2.1.3 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

"Failure on the part of the Contractor to deliver to the Employers Agent, the

- programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

Within the period stated in the Contract Data, shall be sufficient cause for the Employers Agent to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents".

2.1.4 Contractor's Designs and Drawings (CL 5.9.7)

"All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered Employers Agent, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict"

2.1.5 Suspension of the Works (CL 5.11)

Add the following sub-clause 5.11.6 to Clause 5.11:

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Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn
	(mm)	(days)
January	85.11	2.2
February	77.61	2.2
March	58.57	1.7
April	18.87	0.6
May	8.22	0.2
June	4.47	0.1
July	0.76	0
August	0.63	0
September	2.32	0
October	33.72	1.1
November	97.08	3.1
December	89.16	3.1

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor $(R_w - R_n)/x$ shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of N_n and R_n ."

2.1.7 Guarantee (Security) (CL 6.2)

Delete the contents of the first paragraph of Clause 6.2.1 and insert:

"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Demand Guarantee, of Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity approved by the Employer, and shall conform in all respects to the format contained in the Appendix to the Contract Data.

Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.

Failure to produce an acceptable Demand Guarantee within the period stated in Clause 2.2.8 of the Contract Data is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to sub-clause 9.2.2.5 as amended in the Special Conditions of Contract."

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2.1.8 Variations (CL 6.3)

Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.

2.1.9 Interim Payments (CL 6.10.1)

Add to the end of Clause 6.10.1 the following paragraph:

"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Employers Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Employers Agent. Issue by the Employers Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employers Agent".

Add to the end of Clause 6.10.1.5 the following paragraph:

"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."

2.1.10 Variations Exceeding 15 Per Cent (CL 6.11)

In sub-clause 6.11.1.3 omit the words "15 per cent" and replace with "20 per cent".

2.1.11 Insurances (CL 8.6)

2.1.11.1 Contractor to produce proof of payment

Delete sub-clause 8.6.6 and substitute with:

"The Contractor shall before commencement of the Works produce to the Employers Agent:

8.6.6.1 The policies by which the insurances are effected,

1.6.6.1 Proof that due payment of all premiums there under, covering the full required period has been made, and

8.6.6.3 Proof of continuity of the policies for the required period.

Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.

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The Employers Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.”

2.1.11.2 Remedy of Contractor’s failure to insure

Delete sub-clause 8.6.7 and substitute with:

“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2.5, as amended, in the Special Conditions of Contract.”

2.1.12 Termination of the Contract (CL 9.1)

Alter the numbering of:

Clause 9.1.5 to 9.1.6,
Clause 9.1.6 to 9.1.7 and

insert the following new clause 9.1.5:

“The Employer shall be entitled to cancel the Contract, at any time for the Employer’s convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns the Demand Guarantee. The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

2.1.13 Termination by Employer (CL 9.2)

Delete the contents of Clause 9.2 and substitute with:

“9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:

9.2.1.1 Sequestration of the Contractor’s estate is ordered by a Court with due jurisdiction, or

9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer’s consent in writing, or if execution is levied on his goods, or

9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employers Agent, a gratuity or reward or commission, or

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- 9.2.1.4 The Contractor furnished materially inaccurate information in his Bid, which had a bearing on the award of the Contract, or
- 9.2.1.5 The Contractor has abandoned the Contract
- 9.2.2 If the Contractor:
- 9.2.2.1 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Employers Agent written notice to proceed, or
- 9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or
- 9.2.2.3 Has failed to proceed with the Works with due diligence, or
- 9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employers Agent written notice that the said materials or work have been condemned and rejected by the Employers Agent in terms of these conditions, or
- 9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or
- 9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employers Agent's instructions to the contrary, sublet any part of the Contract, or
- 9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employers Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.
- 9.2.3 If the Contractor, having been given notice to rectify a default in terms of 55.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word "writing" in Clause 55.2.7 above.

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9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer.”

2.1.14 Termination by the Contractor (CL 9.3)

Add the following paragraph as Clause 9.3.5:

“In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employers Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employers Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”

3. PRIORITY OF DOCUMENTS

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

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

If any ambiguity or discrepancy is found in the documents, the Employers Agent shall issue any necessary clarification or instruction.

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C1.5.2 CONTRACT SPECIFIC DATA

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineer's Agenting. (GCC).

The Joint Building Contracts Committee for building works (Series 2000 of 2007) Published by the Joint Building Contracts Committee South Africa (JBCC).

SECTION 1: DATA PROVIDED BY THE EMPLOYER

Clause	Data
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor. Duplicate to C1.5.2
1.1.1.15	The employer is the Blouberg Local Municipality, (BLM).
1.1.1.15	The BLM Agent is M. Rabumbulu.
1.1.1.16	The Employer's Agent representing the Consultant (Dolmen Employer's Agents cc) is Mr. M.P. Sematla .
1.2.1	The employer's address for receipt of communication is: Telephone: (015) 505 7177 Address: P.O.Box 1593,Senwabarwana,0790
1.2.1	The Employer's Agent address for receipt of communication is: <u>Physical:</u> 22A Pres Paul Kruger street POLOKWANE 0699 <u>Postal:</u> P.O. Box 468 FAUNAPARK 0787 E-Mail: dolmeneng@gmail.com / polokwane@dolmenengineers.co.za Telephone No: (015) 295 4885 Fax No: (015) 295 8384
3.2.3	The Employer's Agent is required in terms of his appointment with the employer to obtain the following specific approvals from the employer:- 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from BLM for the utilization of any Contingencies
4.3	The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date.
4.9	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed Inventory of Construction Equipment kept on Site, full particulars given for each day of the Month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be Submitted by the seventh day of the month following the month to be reported.
4.10.2	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1.	The documentation required before commencement with Works execution are: ◇ Health and Safety Plan (Refer to Clause 4.3)

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Clause	Data
	<ul style="list-style-type: none"> ◇ A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). ◇ Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, no 130 of 1993 (Refer to Clause 4.3). ◇ Initial programme (Refer to Clause 5.6). ◇ Security (Refer to Clause 6.2). ◇ Insurance (Refer to Clause 8.6).
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 Days .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.6.1 & 5.6.2	The Contractor shall deliver to the Employer's Agent, within 14 days calculated from the Commencement Date, a realistic programme in terms of Clause 5.6.1 and supporting documents in terms of Clause 5.6.2
5.8.1	The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays.
5.13.1	The penalty for delay is R 5000.00 per calendar day or part thereof.
5.14.5.2	The Defects Liability Period is twelve (12) calendar months after the date of the final certificate of completion.
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate
6.2.1.	The Guarantee is to contain the same wording as indicated in the document included as C1.3 under returnable documents. The amount of the Guarantee is to be 10% surety of the Contract Price.
6.5.1.2.3	Day work allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of the certified work done (including VAT).
8.6.1.	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R 0.00
8.6.1.1.3	b) Professional fees not included in the Contract Price is R0.00
8.6.1.2	The following additional and varied insurances are required: CAR & SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.

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Clause	Data
Special Clause in terms of RDP	<p>Requirements in terms of government's reconstruction and development programme.</p> <p>Target values: In this project the minimum target values shall be as follows:</p> <ul style="list-style-type: none"> • Labour Maximisation (Wages) Minimum of 15 Labour • SMME's :Bidder to submit letter of intent <p>It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 5 programme of construction.</p> <p><u>Penalties:</u></p> <p>The penalties for not reaching the required labour and SMME target values will be calculated at 300% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than 75% of the planned monthly figures. No bonuses for achieving the set target values are applicable.</p>
EPWP	<p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted</p> <p>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>
Additional special Clauses	<p>a) the Municipality reserve the right not to appoint, or partially accept bidder price offer or not appoint entirely</p> <p>b) the bidder bind him/herself to adjust tendered rate in line with competitive market rates in the event it is discovered and proven that his/her tendered rates are exorbitant.</p> <p>c) all rates only items will be subject to adjustment if discovered and proven that such rates are exorbitant</p>



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SECTION 2: DATA PROVIDED BY THE CONTRACTOR

Clause	CONTRACT SPECIFIC DATA BY THE CONTRACTOR
1.1.1.9	The Name of the Contractor is:
1.2.1.2	The address of the Contractor is: Physical address:
1.2.1.2	Postal address: e-mail address: Contact numbers: Corporate: Direct: Mobile: Fax:
1.1.1.14	Time for achieving Practical completion is.....Months (All Inclusive)

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C1.5.3 VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following:

“4.1.1 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

4.1.2 Extent of Contractor' obligations

Add the following to this sub-clause:

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Construction Equipment, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender Documents, or Construction Equipment equivalent thereto, are on the site when required.”

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4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

4.3.1.1 Mine Health and Safety Act, number 29 of 1996

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

4.4. SUBCONTRACTING

Add the following subclasses:

“4.4.7 Continuing obligation extending beyond date of completion of the work

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

4.4.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“4.9.2 Preclude seizure of construction equipment

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer

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shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

4.9.3 Constructional plant brought to the site by the subcontractor

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor.”

5. TIME AND RELATED MATTERS

5.4 ACCESS TO THE SITE

Add the following sub clause:

- 5.4.4** “If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

5.14 COMPLETION

Delete the following:

“5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5”

5.16 APPROVAL

5.16.1 Final Approval Certificate

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Employer’s Agent has issued the Final Approval Certificate.

6. PAYMENT AND RELATED MATTERS

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

6.6.1.2.1 In the first line after the word "sums" insert “excluding VAT”

6.6.1.2.2 In the fourth line after the word "amount" insert “excluding VAT”

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6.10.5 Payment of retention money

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:”

“Retention money shall become due when the Employer’s Agent shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

6.11 VARIATIONS EXCEEDING 15 PER CENT

6.11.1 Second paragraph:

Change “15%” to “30%”.

Add the following sub clause:

“6.11.2 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Employer’s Agent, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”



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PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	C.34
C2.2	BILL OF QUANTITIES	C.37

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C2.1 PRICING INSTRUCTIONS

1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

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

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

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

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

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

3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Bidders should note the provisions of paragraph 12 of this preamble.

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

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the

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- contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimeter
m	=	meter
km	=	kilometer
km-pass	=	kilometer-pass
m ²	=	square meter
m ² -pass	=	square meter pass
ha	=	hectare
m ³	=	cubic meter
m ³ km	=	cubic meter kilometer

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l	=	liter
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-meter
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum=	=	prime cost sum
Prov sum	=	provisional sum
L sum	=	Lump sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 15 Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.
- 15.1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 15.2 Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
- 15.3 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.
- 16 All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.



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C2.2 BILL OF QUANTITIES

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1200		<u>GENERAL REQUIREMENTS AND PROVISION</u>				
B12.01		Provision for a Community Liaison Officer				
		(a) Provisional sum for the payment and training of the Community Liaison Officer	Prov Sum	1	19,500	R 19,500.00
		(b) Handling cost and profit in respect of subitem B12.01(a)	%	R 19,500.00		
B12.02		Provision for cost of attending Steering Committee meetings				
		(a) Provisional sum for the payment of travel cost incurred by Steering Committee members for attending Steering Committee meetings	Prov Sum	1	4,375	R 4,375.00
		(b) Handling cost and profit in respect of subitem B12.02(a)	%	4,375		
B12.03		Construction works nameboard	No	1		
B12.04		Training				
		(a) Provision for Generic skills	Prov Sum	1	50,000.0	Rate only
		(b) Provision for Technical skills	Prov Sum	1	50,000.0	Rate only
B12.05		PROVISSIONAL SUM STATED BY THE ENGINEERS				
		(a) Provision for closing ceremony	Prov Sum	1	30,000.0	R 30,000.00
		(b) Provision for Geotechnical Investigation	Prov Sum	1	32,500.0	R 32,500.00
		(c) Provision for Topographical Survey	Prov Sum	1	15,000.0	R 15,000.00
		(d) Provision for Enviromental Impact Assessment	Prov Sum	1	26,875.0	R 26,875.00
		(e) Provision for Compensation to Landowners	Prov Sum	1	30,000.0	R 30,000.00
		(f) Provision for SHE Rep	Prov Sum	1	14,500.0	R 14,500.00
		(g) Handling cost and profit in respect of subitem B12.05 (a-f)	%	R 148,875.00		
TOTAL CARRIED FORWARD TO SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1300		<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
B13.01		The Contractor's general obligations:				
		(a) Fixed obligations	L/Sum	1		
		(c) Time-related obligations	Month	4		
		NOTE:				
		The combined total tendered for subitems B13.01 (a), (b) and (c) shall not exceed 15% of the Tender Sum, (excluding VAT).				
B.13.02		Occupational Health & Safety				
(a)		Preparation of Health & Safety Plan	L.Sum	1.00		
(b)		Compilation of a Risk Assessment prior to commencement of Construction.	L.Sum	1.00		
(c)	LI	Health & safety induction training of employees	L.Sum	1.00		
(d)	LI	Compilation and keeping up with date the Health & Safety file which shall include all documentation required in terms of the Act including COVID 19 . Implementation of the health and Safety plan over the entire construction period	Month	4.00		
(e)		Personal Protective Equipment for EPWP labour force				
		i) EPWP labour force: Your rate to include all below item and	No	20		
TOTAL CARRIED FORWARD TO SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>BUILDING WORKS</u>				
		<u>FOUNDATION</u>				
		<u>PREAMBLES</u>				
		For preambles see "Specifications of material and methods to be used - PW371				
		<u>SUPPLEMENTRY PREAMBLES</u>				
		<u>Site clearance</u>				
1	LIC	Removing rubbish, debris, vegetation, hedges, shrubs, digging up and grub large trees not exceeding 200mm girth, bush etc	m ²	350		
		<u>EXCAVATION, FILLING ETC</u>				
		<u>Excavation in earth not exceeding 2m deep</u>				
2	LIC	Trenches	m ³	55		
		<u>Extra owehr trench and hole excavation in earth for excavation</u>				
3	LIC	Soft rock	m ³	11		
4	LIC	Hard rock	m ³	8.25		
		<u>Filling etc.</u>				
5		Backfilling from the excavations to trenches and holes compacted to 90% modified aashto density	m ³	45		
6		Earth filling from the excavations to under floors, steps, pavings, etc compact	m ³	112.5		
7		Imported earth filling supplied by the Contractor and brought onto	m ³	112.5		Rate Only
		<u>Keeping excavations free of water</u>				
8	LIC	Keeping excavation free of all water other than subterranean water	m ³	55		
		<u>Prescribed density test on filling</u>				
9	LIC	"Modified AASHTO Density" test	no	4		
		<u>COMPACTION</u>				
10	LIC	To bottom and sides of trenches etc	m ²	110		
		<u>SOIL POISONING</u>				
11	LIC	Underfloors etc including forming and poisoning shallow furrow against foundation wall etc, filling in furrows and ramming	m ²	225		
		<u>REINFORCEMENT</u>				
		Steel bar reinforcement to structural concrete work				
1	LIC	a) In footings	ton	3		
	LIC	b) Mesh Ref 193	m ²	238		Rate Only
		<u>CONCRETE</u>				
1	LIC	Blinding layer - 75mm thick (20 Mpa)	m ³	20.4		
TOTAL CARRIED FORWARD						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
2	LIC	<u>25MPa /19mm concrete</u> In footings to walls cast against excavated surfaces, stepped and levelled	m ³	17		
3	LIC	Cast in slab mass concrete	m ³	15		
4	LIC	Apron around the builsing on slab including formwork and finishing	m ³	5		
5	LIC	Ramps	m ³	2		
<u>BRICKWORK IN FOUNDATION</u>						
1	LIC	Brickworks	m ²	122		
<u>COMPACTION</u>						
1	LIC	Compaction of the surface bed	m ²	225		
<u>TEST CUBES</u>						
		Allow for preparing a set of three concrete strength test cubes, each size 150 x 150 x 150mm, sending them to an approved Testing laboratory for testing and paying all charges in connection therewith	Sets	4		
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>SUPERSTRUCTURE</u>				
		<u>BRICKWORK (NFP)</u>				
		<u>Brickwork of NFP bricks in class II mortar</u>				
1	LIC	Two brick wall	m ²	323		
2	LIC	One brick wall	m ²	134		
		<u>WATER PROOFING</u>				
		For preambles see "Specifications of material and methods to be used - PW371"				
		<u>DAMP-PROOFING OF WALLS AND FLOORS</u>				
		<u>One layer of 375 micro " Consol plastics Brikgrip DPC" embossed damp proof course in walls</u>				
1	LIC	PVC damp course 114 SABS Black	no	2		
2	LIC	PVC damp course 228 SABS Black	no	3		
3	LIC	under surface beds,ramps: 250 Micro Consol plastic gunplas USB GREEN (Water proof membrane sealed at laps by gunplas pressure	m ²	238		
		<u>BRICKWORK SUNDRIES</u>				
		<u>Brickwork reinforcement</u>				
1	LIC	Brick force 2.8X75mm 20MT SABS	m	500		
2	LIC	Brick force 2.8 X 150mm 20M SABS	m	1180		
3	LIC	115mm Wide reinforcement built in horinzotally (internal)	m	2000		
4	LIC	150mm Wide reinforcement built in horizontally (external)	m	2000		
5	LIC	10mm Expansion joint around the perimeter filled by treated bitumen	m	200		
6	LIC	100mm steel float concrete surface bed casted on bays of not more than 3000mm.	m ²	238		Rate Only
		<u>BRICKWORK</u>				
1	LIC	Windows sills sloping and slightly projecting outside	m	65		
2	LIC	Brick lintels on 230mm brick wall	m	30		
3	LIC	Brick lintels on 110mm brick wall	m	14		
		<u>Masonry Plastering</u>				
4	LIC	Mortar for plastering(internal & external for the whole building)	m ²	742		
		<u>CONCRETE IN SUNDRIES</u>				
		<u>Finishing top surface of concrete rough with a wood float</u>				
5	LIC	Surface beds, slabs, etc to falls	m ²	225		
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						R0.00
6	LIC	<u>ROUGH FORMWORK (DEGREE OF ACCURACY III)</u> <u>Rough Formwork to sides:</u> Edges, risers, ends and reveals not exceeding 300mm high or wide (class F2 rough)	m	20		Rate Only
7	LIC	<u>MOVEMENTS JOINTS ETC</u> <u>Expansion joints with bitumen impregnated softboard between vertical concrete and brick surfaces</u> 15mm Joints not exceeding 300mm high	m	20		Rate Only
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>PLUMBING AND DRAINAGE</u> <u>PREAMBLES</u>				
		For preambles see "Specification of material and methods to be used- PW371"				
	LIC	<u>PLUMBING</u>				
1		Provide plumbing complete with fittings (bends, inspection eyes, gate valves and chambers) and finishes and connection to Septic tank system (external)	Sum	1		
2		Supply and install complete WC with class "A' heavy duty toilet seats and fittings to water and waste .	no	1		
3		Supply and install complete paraplegic WC with class "A' heavy duty toilet seats and fittings to water, waste and grab rails	no	4		
4		Supply and install "Ferreiras" or similar approved wash hand basins complete with pedestal water fittings and waste fittings, plugs, traps and connect to waste pipe	no	7		
5		Supply and install complete SS Deb sink 1200 x 460 dominox D/IN with all fittings	no	1		
6		Supply and install Urinal flat back white shanks with flush Master Complete	no	2		
7		Supply and install Bath white 1700 chanel with handles complete with fittings and Taps	no	1		
8		Supply and connect to cold water 15mm "Cobra" type taps to wash hand basins	no	4		
9		Supply and connect to cold and Hot water 15mm "Cobra" type Bath Mixer taps to Bath room	no	1		
10		Supply and connect to cold and Hot water 15mm "Cobra" type Zink Mixer taps to Kitchen room	no	1		
11		9kg Fire Extinguisher	no	1		
12		f) Kwikot 250 Litre Megaflo "i" Dual electric water heater (Code : MF150-D2-2A-l) complying with SABS 151-2002, overall size 1075 x 530 x 530mm high fitted with isolator switch, operating at 600kPa with temperature and pressure control valve including 20mm female draincock with inlet compression. Geyser to be installed horizontally in roof space with 1560 x 560mm polyethylene drip tray (Code : GSTP-1650) and 22mm pipe work including two 22mm vacuum breakers (Code : KH4.200CX) installed on hot and cold water supply. Installation to include a 22mm 600kPa Kwikot Mono pressure control valve (Code : KH3.116), all in accordance with SANS 10254, connected to single phase electrical power supply.	no	1		
13		Supply and install SABS appoved Toilet roll holder	no	5		
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>ELECTRICAL WORK INSTALLATION</u>				
1		Allow provissional sum amount for the all the Electrical Instalation	PC Sum	1	60000	R 60,000.00
2		Handling cost and profit in respect of subitem 1 above	%	R 60,000.00		
3	LIC	Eskom electrical connection	P/Sum	1	40000	R 40,000.00
3		Handling cost and profit in respect of subitem 3 above	%	R 40,000.00		
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>METALWORK</u>				
		<u>PREAMBLES</u>				
		For preambles see "Specification of material and methods to be used- PW371"				
		<u>DOORS and WINDOWS</u>				
		<u>STEEL WINDOWS</u>				
		<u>Standard residential windows</u>				
1		C2F H/Duty window NTY or similar	no	3		
2		C7 H/D window frame NTY or similar	no	12		
3		E1 H/D window frame NTY or similar	no	7		
		<u>PRESSED STEEL DOORS FRAMES</u>				
		<u>1.2MM Rebated frames suitable for one brick walls</u>				
1		MER Door F/L F/B 1613 x 2100	no	1		Rate Only
2		MER Door F/L F/B 813 x 1219	no	1		Rate Only
3		Door 1613 x 2100 x 230 1.6 mm NTY	no	1		
4		Steel Door frame 813 x 2100 x 230 1.6mm	no	7		Rate Only
5		Steel Door frame 813 x 2100 x 115 3 10R/H & 3L/H	no	18		
6		Door solid 914 x 2100 Masonite	no	11		
7		H/C Mesonite Door 813 x 2100	no	10		
		<u>BUTTLERS</u>				
		Supply and install bugler doors:				
1		On Steel Door frame 813 x 2100 x 230 1.6mm	no	18		
2		On Steel of a mimum sizes of atleast 1022mm		15		
3		On Steel of a mimum sizes of atleast 900 mm		1		
4		On Steel of a mimum sizes of atleast 533mm		6		
		<u>IRONMOGERY</u>				
		<u>PREAMBLES</u>				
		For preambles see "Specification of material and methods to be used- PW371"				
		<u>LOCKS</u>				
		<u>"Approved"</u>				
1		DCLSA Naples 2levers lockset SABS	no	21		
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
		TOTAL BROUGHT FORWARD					
1	LIC	<p>ROOF MATERIAL</p> <p>ROOF TRUSSES</p> <p>Pre-fabricated metal connected timber roof trusses All trusses shall be fabricated by an approved truss manufactureer who hold a current cerificate of Competence awarded by the insitution for timber Construction</p> <p>Descriptions of Pre-fabricated timber roof trusses Descriptions of trusses shall be deemed to include all necessary splays cut ends,mitres,joining,wrought and shape ends,Connections,bolts,cleats,gussets and timber connectors,plate connectors, clips etc. Tendered rates must make provission for the aforesaid as no additional claims in this regards will afterwards be entertained</p> <p>Timber Timber for trusses to be South African softwood and shall be in accordance with the grades as defined is SANS specification</p> <p>Bolts Bolts shall be in accordance with BS 4190 OR SABS 135</p> <p>Shear plates,tooth connectors and split rings Shear plates,tooth connectors and split rings shall be inaccordance with BS 1759:1960 and installed in accordance with the CSIR publication HOUT 468," The Design , Manufacturing and Erection of Timber trusses"</p> <p>Truss Design All trusses must be designed a registered proffessional Engineer ("Design of Timber structures").</p> <p>Truss Loading The design shall include for all live loads, wind loads and dead</p> <p>Workshop drawing,design and erection Certificate It shall be expected of the Contractor to submit the necessary workshop drawing,design and erection certificates and obtain neceray approval in this respect</p> <p>Construction/Installation of roof trusses complete,aluminium foil insulation etc</p>	Sum	1			
		TOTAL CARRIED FORWARD TO SECTION SUMMARY					

ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
		TOTAL BROUGHT FORWARD					
1		0.6mm "Klip-Lok Light Industrial" galvanised troughed sheet steel with "Global coat " finish one side, fixed to roof members as described complete under a five year huarantee by an approved firm of specialist, all in accordance with the materials supplied and methods employed by the Manufacture.					
		Roof covering with pitch no exceeding 25 degrees fixed to timber purlins complete with all required falshings	m ²	268			
		Technicrete or simillar Double Roman	no	3200		Rate Only	
		Technicrete Tapered Ridge	no	192		Rate Only	
		Technicrete Hip Starters	no	8		Rate Only	
		Oxide	no	6		Rate Only	
		TOTAL CARRIED FORWARD TO SECTION SUMMARY					

BLOUBERG LOCAL MUNICIPALITY
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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>CEILING, PARTITION AND ACCESS AND FLOORING</u>				
		<u>PREAMBLES</u> For preambles see "Specification of material and methods to be used- PW371"				
		<u>CEILING ETC</u> <u>Sawn softwood</u>				
1	LIC	38 x 114 mm Ceiling joist (Provisional)	m ²	238		
2		Nutec Ceiling 3.6 X 1.2 X 4 mm	no	61		
3	LIC	Skirting	m ²	238		
		<u>Wrought softwood</u>				
4		19 x 76mm Cornice nailed	no	180		
		<u>NAILED UP CEILING AND SCREWED UP CEILINGS</u> <u>4mm "Everite Nutec" fibre-cement boards with standard H-type pressed steel jointing strips</u>				
5	LIC	Ceilings including 38 x 38mm sawn softwood brander at 400mm centres	m ²	238		
6	LIC	Sloping ceilings including 38 x 38mm sawn softwood brander at 400mm centres.	m ²			Rate only
7		Extra over ceiling for opening for 610 x 610mm trap door of 50 x 76mm wrought softwood rebated framing with one 38 x 38mm sawn softwood cross brander covered with ceiling board and fitted flush in opening.	no	4		
		<u>TILING</u> <u>Supply and install Ceramic tiling (to SABS specification) on floors, toilets and kitchen</u>				
1	LIC	Floor Tiling (300x300)	m ²	225		
2		Wall Tiling (150x150)	m ²	83		
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<p><u>PAINTWORK</u> <u>PREAMBLES</u></p> <p>For preambles see "Specification of material and methods to be used- PW371"</p> <p><u>PAINTWORK ETC TO NEW WORK</u> <u>ON FIBRE CEMENT</u> <u>One acrylic filler coat and two coats polyacrylic emulsion paint:</u></p>				
1	LIC	On ceilings	m ²	238		
		<p><u>ON METAL</u> <u>Spot priming defects in pre-primed surfaces with zinc chromate primer and applying one undercoat and two alkyd enamel paint on steel:</u></p>				
2	LIC	On door frames	m ²	6		
3	LIC	On windows	m ²	5		
4	LIC	On gates, grillers, burglar screen, balustrades etc (both side measured over the full flat area)	m ²	7		
		<p><u>ON WOOD</u></p>				
5	LIC	On doors	m ²	35		
6	LIC	On skirting, rails etc not exceeding 300mm girth	m	300		
		<p><u>ON WALLS</u></p>				
7	LIC	Supply paint and paint walls with two coats Plascon Expression (colours to be confirmed)	m ²	742		
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>GLAZING</u>				
		<u>PREAMBLES</u>				
		For preambles see "Specification of material and methods to be used- PW371"				
		<u>GLAZING WITH PUTTY</u>				
		<u>4mm Clear float glass</u>				
1	LIC	Panes exceeding 0.1 m ² and not exceeding 0.5m ²	m ²	30		
		<u>4mm Rough cast glass</u>				
2	LIC	Panes exceeding 0.1 m ² and not exceeding 0.5m ²	m ²	7		
		<u>Finish</u>				
		Provision for Plaque	no	1		
TOTAL CARRIED FORWARD TO SECTION SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Bill No		<u>SECTION SUMMARY</u>	Pg No			Amount
		<u>Building Works</u>				
1		Foundation	1			
2		Super structure	3			
6		Plumbing and drainage	5			
7		Electrical work	6			
8		Metalwork	10			
9		Roof Material	11			
10		Ceiling, Partitioning and access flooring	13			
11		Paintwork	14			
12		Glazing	15			
TOTAL CARRIED FORWARD TO SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AB006		<u>FURNITURE</u>				
1		<u>OFFICE EQUIPMENTS</u>				
		Chairs	No	10		
		Tables	No	4		
		Cupboards	No	3		
		2000 litres Regrigerater	No	1		
		Kitchen Built-in cupboard complete as per layout	Sum	1		
		Four plate Defy stove	No.	1		
2		<u>CHILDREN FURNITURE</u>				
		Chairs	No	65		
		Tables	No	40		
		Charts	No	15		
		Toys	Sum	1		
		Green and black boards	No	2		
		Water proof Kids Matresses	No	30		
		TOTAL CARRIED FORWARD TO SUMMARY				

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AB002		FENCING				
		<u>WELDED MESH FENCE</u>				
B1.01	LIC	Supply to erect the fence with all sundries as details specified in drawing (BM06/22/23/TD/10) including concrete 25 MPa.	m	200		
		<u>GATE</u>				
B1.02		Supply and install gates with all sundries as specified.				
	LIC	a) Main gate (BM06/22/23/TD/10).	no	1		
	LIC	b) Padestraine gate (BM06/22/23/TD/10)	no	1		
TOTAL CARRIED TO SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AB004		<u>SEPTIC TANKS</u>				
1		<u>EARTHWORKS : SEPTIC TANK</u>				
1.1	LIC	Excavation (measured 0,5m beyond wall perimeter with 1:1,5 side slopes and 0,55m below structure invert level) and use for backfill at 90% MOD AASHTO density, around septic tank or dispose of, as ordered within 0,5km freehaul distance of septic tank site	m³	35		
1.2		<u>Extra over item 12.1.1 for:</u>				
	LIC	a) Intermediate material	m³	25		
	LIC	b) Hard rock excavation	m³	10		
2		<u>EARTHWORKS : PIPE TRENCHES</u>				
2.1	LIC	Excavate in all materials for trenches, backfill and compact, including disposal of surplus or unsuitable material for septic tank disposal drains	m³	105		
3		<u>CONCRETE WORK</u>				
3.1		<u>Formwork</u>				
3.2	LIC	Smooth off shutter horizontal, Floor slab	m²	10		
3.3	LIC	Smooth off shutter horizontal, underside roof slab	m²	2		
3.4	LIC	Boxed-out openings all as per drawing	no	2		
3.5		<u>Concrete</u>				
	LIC	a) Blinding layer - 50mm thick in prescribed mix 15 mpa concrete below septic tank	m²	1		
	LIC	b) Strength mix 25/19 concrete in septic tank floor, walls and roof	m³	3		
4		<u>BUILDING WORK</u>				
		<u>Brickwork</u>				
	LIC	a) 230mm brickwork with type FBS bricks both sides in manhole walls	m²	25		
	LIC	b) 115mm brickwork	m²	4		
5		<u>PIPE LAYING</u>				
		Supply, lay, joint and test 110DN corrugated radial rib profile, drainage & sewer pipe:				
	LIC	a) 200mm dia. Sewer pipe & manholes	m	100		
		<u>VIP TOILET</u>				
6	LIC	Pit latrine toilet as indicated on drg BM06/22/23/TD/09	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AB003		<u>BOREHOLE</u>				
1		<u>DRILLING BOREHOLE</u>				
1.1		Water siting, Drilling +/- 120m deep, Quality testing, fully equipping of borehole, chasings and submergd pump (including electrical connections ,Control panel,protection against over pumping etc)	Sum	1		
2		<u>PVC STORAGE TANK INSTALLATIONS</u>				
2.1		<u>WATER TANK STAND</u>				
		Supply, install the elveted tank stand and all sundries and fittings scheduled on drawing (BM06/22/23/TD/06 and (BBM06/22/23/TD/07)	Sum	1		
2.2		<u>WATER TANK</u>				
		10000 liters JoJo tank	no	1		
TOTAL CARRIED FORWARD TO SUMMARY						

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ITEM	LIC	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AB005		<u>INSTALLATION OF JUNGLE GYM</u>				
1		Play Ground				
(LIC)		Platform preparation as specified on drg BM06/22/23/TD/08	m ³	60		
(LIC)		Supply, install the Jungle Gym and all sundries and fittings scheduled area as indicated on drawing BM06/22/23/TD/08	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

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SUMMARY OF BILL OF QUANTITIES

ITEM	DESCRIPTION	AMOUNTS
1	GENERAL REQUIREMENTS AND PROVISION	R
2	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	R
3	BUILDING WORKS	R
4	FURNITURE	R
5	FENCING	R
6	SEPTIC TANKS	R
7	INSTALLATION OF BOREHOLES, PUMP & TANKS	R
8	INSTALLATION OF JUNGLE GYM	R
	TENDER (CONTRACT) SUM	R
	CONTINGENCIES (5.0%) ((This amount is under the sole control of the Employers Agent)	R
	SUBTOTAL	R
	ADD 15.0% VAT	R
	TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE	R
	Note: Tender Sum is the value of the offered total of the prices exclusive of VAT, contingencies, CPA and special materials but including contractual variations.	



C.58

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THE CONTRACT

PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



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PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS	C.60
C3.2	ENGINEERING.....	C.70
C3.3	CONSTRUCTION.....	C.71

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FOR

CONSTRUCTION OF DANTZIG CRECHE

C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

Blouberg LocalMunicipality, in consultation with the community, identified the need for the CONSTRUCTION OF DANTZIG CRECHE in Limpopo Province for the Blouberg Local Municipality.

Dolmen Engineers cc was appointed by Blouberg Local Municipality for the planning, design and construction supervision of the project.

C3.1.2 Overview and Location of Works

The scope of works entails the construction of the Creche in the village of Dantzig.

C3.1.3 Extent of Works

The scope of the works anticipated in the project entails the following:

- Construction of a perimeter fence (240m) and one entrance gate.
- Construction of Two (2) Class rooms = 50m²
- Construction of One (1) Sleeping Room = 30m²
- Construction of Playroom = 35m²
- Construction of Ablution Facility = 27m²
- Construction of Bathroom = 12m²
- Construction of Kitchen = 20m²
- Construction of Playground Facilities = 50m²
- Borehole with 10kL JoJo Tank and Elevated Steel/Concrete Structure.
- Water, Electrical Works and Sewer connections.
- Septic Tank

C3.1.4 Location of the Works

This project is situated in the Blouberg Local Municipality of Limpopo (See Figure 1 for locality plan). See **table 1** below for project co-ordinates and **Figure 1** for the locality plan.

Table 1: Co-ordinates

DESCRIPTION	COORDINATES	COORDINATES
DANTZIG	23° 7'39.26"S	29° 1'14.50"

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instructed by the Employer's Agent. The Employer's Agent will supply all figured dimensions omitted from the drawings.

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4 Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the Employer's Agent for approval.

C3.1.6.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

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C3.1.7 Labour Regulations

C3.1.7.1 Payment for the labour-intensive component of the works

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2 Applicable labour laws

Sectorial determination 2: Civil Employer’s Agenting sector

C3.1.7.3 Introduction

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

In this document –

- (i) “department” means any department of the State, implementing agent or contractor;
- (ii) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (iii) “worker” means any person working in an elementary occupation on a SPWP;
- (iv) “Elementary occupation” means any occupation involving unskilled or semi-Skilled work;
- (v) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- (vi) “task” means a fixed quantity of work;
- (vii) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (viii) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (ix) “time-rated worker” means a worker paid on the basis of the length of time worked.

C3.1.7.4 Terms of Work

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year Cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment as a contributor for the Purposes of the Unemployment Insurance Act 30 of 1966.

C3.1.7.5 Normal Hours of Work

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

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.
- (d) An employer and worker may agree that a worker will work four days per week. The

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Worker may then work up to ten hours per day.

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

C3.1.7.6 Meal Breaks

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

C3.1.7.7 Special Conditions for Security Guards

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

C3.1.7.8 Daily Rest Period

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

C3.1.7.9 Weekly Rest Period

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

C3.1.7.10 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - i. the worker's daily task rate, if the worker works for less than four hours;
 - ii. double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
 - i. the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - ii. double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

C3.1.7.11 Sick Leave

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

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

C3.1.7.12 Maternity Leave

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

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C3.1.7.12 Family responsibility leave

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

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

C3.1.7.13 Statement of Conditions

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

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

C3.1.7.14 Keeping Records

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.
- (e) The employer must keep this record for a period of at least three years after the completion of the SPWP.

C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place –
 - i. at the workplace or at a place agreed to by the worker;
 - ii. during the worker's working hours or within fifteen minutes of the start or finish of work;

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iii.in a sealed envelope which becomes the property of the worker.

C3.1.7.16 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.
- (f) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

C3.1.7.17 Deductions

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

C3.1.7.18 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
 - i.work in a way that does not endanger his/her health and safety or that of any other person;
 - ii.obey any health and safety instruction;
 - iii.obey all health and safety rules of the SPWP;
 - iv.use any personal protective equipment or clothing issued by the employer;
 - v.report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

C3.1.7.19 Compensation for Injuries and Diseases

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

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- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.7.20 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

C3.1.7.21 Certificate of Service

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

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

C3.1.7.22 Contractor's default in payment to Labourers and Employees

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

C3.1.7.23 Provision of Hand tools

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

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C3.1.7.23 Reporting

The Contractor should submit the following at the beginning of the Contract:

- Contracts of all the workers employed on the contracts including their certified identity documents;
- Proof of Registration for COIDA and UIF;
- OHS Files

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

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Copies of certified identity documents of workers
- Number of persons who have attended training including nature and duration of training provided
- Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- Plant utilization returns
- Progress report detailing production output compared to the programme of works

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C3.2 ENGINEERING

C3.2.1 Design

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

C3.2.2 Employer's Design

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries. E.g.

C3.2.3 Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional Employer's Agent's design certificate.

C3.2.4 Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and Employer's Agent shall maintain master lists to record and track all transactions.

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C3.3 CONSTRUCTION

C3.3.1 STANDARD SPECIFICATIONS

The applicable standardized specifications for Contract shall be the following:

SANS A	-	General
SANS AB	-	Employer's Agents office
SANS C	-	Site Clearance
SANS G	-	Concrete (structural)
SANS HB	-	Roof Coverings
SANS H	-	Metalworks
SANS DM	-	Earthworks (Roads, Subgrade)

Variations to SANS 1200 standardized specifications are given in an annexure to this C3 in this document. The following Particular Specifications are relevant to this Contract.

SANS A	-	General
SANS AB	-	Employer's Agents office
SANS C	-	Site Clearance
SANS DB	-	Earthworks (pipe Trenches)
SANS DK	-	Earthworks (gabions and pitching)
SANS G	-	Concrete (structural)
SANS L	-	Medium pressure pipelines
SANS LB	-	Bedding (pipes).

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C3.3.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.3.2.1 Plant and Materials

All materials used in the works shall, where such mark has been awarded for a specific type of material, bear the SANS mark.

C3.3.2.2 Construction Equipment

The contractor's equipment for construction shall be adequate for the purpose required, of modern design and in good condition to carry out the works expeditiously. Should the Employer's Agent be out of opinion that the equipment in use is in any way unsuitable for carrying out the in a manner or at a rate commensurate with the requirements of the contract, he shall have the right to call on the Contractor at any time during the progress of the works to provide such additional or improved equipment as may be necessary to meet these requirements

The Employer makes no provision in this contract for financial assistance to the Contractor for the acquisition of plant, machinery and equipment

C3.3.2.3 Existing Services

C3.3.2.3.1 Care of Existing Services

It is to be noted that construction work will be done adjacent to or traversing existing services. Prior to commencement of any constructional work in the aforesaid affected area, the contractor shall satisfy the Employer's Agent that all necessary precautions with respect to setting out procedures have been taken by the Contractor to evade the existing services

The contractor shall, before starting any excavations, carefully search and probe the terrain for any existing services or indications of the presence of such services. A payment item is included in the schedule of Quantities for excavations by hand to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the Preliminary and General Payment items.

In addition if the proposed new services crosses underneath overhead power lines Belonging to Eskom as well as underground pipelines and communication cables Belonging to Telkom, the Contractor shall have to comply with all the requirements laid down by the relevant authorities when working in the vicinity thereof. The contractor shall be responsible for checking the locations of all such services with representative of the relevant authorities to ensure that no damage is caused by construction operations

Work executed within the road reserve of provincial or local road shall be carried out strictly in accordance with the requirements laid down by the relevant provincial or local authorities. These include the use of traffic signs, flagman and other requirements as applicable.

As the above work entails working in or close to an already developed enclosure. Special care must be taken so as not to disturb the functioning of the existing facilities.

C3.3.2.3.2 Connection to Existing services

Prior to connection of new service to existing services, the Contractor shall ensure that the constructed services are clean and free of foreign matter and shall subsequently request the Employer's Agent, in writing, to inspect such work. Only upon written approval of the Employer's Agent, may connections to existing services made

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C3.3.2.3.3 Contractor to Notify Relevant Authority and the Employer's Agent of Damaged Service

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instructions and shall report the occurrence to the Employer's Agent in Writing. The report shall include the reasons for the occurrence of the incident. When instructed the damaged is to be repaired as soon as possible to the approval of the Employer's Agent and authority. The contractor will be held responsible for paying all costs incurred by the service owner or himself as result of each incident where the relevant service was clearly identified before hand.

C3.3.2.3.4 Site Establishment

C3.3.2.3.4.1 Services and facilities provided by the employer

- a) Water
Potable water for human consumption is available at site. Although the supply is reasonably dependable, the supply cannot guaranteed.

Potable water is to be used sparingly at all times.

- b) Electricity /power supply
Electricity is available on site. The Employer cannot guarantee that electricity will be available at all times.

The Contractor shall be responsible for making his own arrangements to connect to the water, electric power and other services that he may require for construction purposes.

The costs of making such arrangements, for meeting the condition imposed and for the metered consumption shall be paid by the Contractor, and his tender will be held to include for all such requirements throughout the duration of the Contract. All water including that used for testing will be charged for at the prevailing tariffs.

C3.3.2.3.4.2 Facilities Provided by the Contractor

The Contractor will be required to make his own arrangements for the provision of a suitable construction camp, offices and workshop. He shall be responsible for all negotiation with the relevant authorities and he shall comply with all requirements imposed by those authorities. Suitable sites available within the municipal area will be pointed out during the site inspection

Should the Contractor require additional storage sites outside of the municipal areas he will responsible for making his own arrangements at his own cost for such offices.

The facility shall be properly fenced around the perimeter. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must be at all times be kept in a neat, clean and orderly condition. The costs associated with the provision of these items shall be borne by the Contractor. The Contractor will be required to remove all facilities and restore the site to its original condition on completion of works.

C3.3.2.3.4.3 Other Facilities and Services

- Latrine and Ablution Facilities

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It will be required of the contractor to provide temporary toilets and ablution facilities for his staff for the currency of the contract, to the standards laid down by the Authorities.

- Housing of Contractor's staff

The Contractor shall make his own arrangements for the housing of his Supervisory staff.

- Security

The Contractor will be responsible for providing adequate security for the works and for the site establishment . All costs associated with the provision of watchmen shall be borne by the contractor.

C3.3.2.3.4.4 Name Boards

The Contractor shall provide for the installation of one name board. The size, design and contents shall be as indicated on the detail drawing.

The name board(s) shall be removed upon completion of the works.

C3.3.2.3.5 Site Usage

The Employer expects the contractor, his staff or agents to maintain good public Relations with landowners, other contractors and members of the public at all time.

Access to the site will be arranged by the Employer with the contractor. The Contractor shall submit a list of all his staff to the Employer for the purpose of access control.

C3.3.2.3.6 Permits and Way Leaves

No way leaves are required on the project. The Contractor's staff will require Access permits to enter the site.

C3.3.2.3.7 Alterations, Additions, Extensions and Modifications to Existing Works

The Contractor shall verify all levels, alignment and dimensions of existing structures or components thereof prior to the commencement of any work to determine the compatibility with the proposed works. The Contractor shall notify the Employer's Agent of any discrepancies.

C3.3.2.3.8 Water for Construction Purpose

No water for construction purpose is available on site. The contractor shall make provision for procuring, transporting and storing of water for construction purpose at his own cost.

C3.3.2.3.9 Survey Control and setting out of the Works

C3.3.2.3.9.1 Survey control

1. Geometric Control

The Bench Mark Control and topographical survey for the works has been established. The Contractor is to check the Bench marks and existing levels

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prior to construction and bring any discrepancies to the attention of the Employer's Agent

2. Preservation and Replacement of Beacons and Pegs

The contractor shall protect and preserve all survey marks. Any survey marks disturbed or removed without prior written consent of the Employer's Agent shall be replaced by a Registered Land Surveyor at the expense of the Contractor

Any errors in construction levels or position resulting from use of disturbed bench marks shall be made good by the contractor at his expense

C3.3.2.3.9.2 Setting out the Works

1. Setting out

The Contractor shall set out the works in relation to original points. Lines and levels of reference specified in the contract Data or notified by the Employer's Agent. The Contractor shall be responsible for the positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works

2. Construction Tolerance Control

The Contractor will be required to issue to the Employer's Agent in writing certification of Construction accuracy at each of the following phases, before continuing with the next phase of Construction:

- a) setting out of works
- ii) Centre-line positions and levels to top of concrete pads footings/bases
- iii) Centre-lines to top of testing ground layers and final pavement layer

The Contractor shall only continue with the next phase of construction when directed by Employer's Agent in writing.

Should any item or section of the Works be constructed outside the limits of tolerance specified, instruction for remedial or other measures will be issued by the Employer's Agent. The Contractor will not be permitted to continue with the next phase of construction until remedial work has been completed to the satisfaction of the Employer's Agent.

No claim for loss in material, production or time resulting from the Contractor's work being constructed outside the limits of tolerance specified, will be entertained.

C3.3.2.4 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME

EPWP Special Project Specification

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

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EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

Requirements for the sourcing and engagement of labour.

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The minimum rate of pay set for the EPWP is R 130.00 per task or per day.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- c) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3 of the EPWP Infrastructure Guidelines.

The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby.

Preference must be given to people with previous practical experience in construction and / or who come from households:

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

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

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

Specific provisions pertaining to SANS 1914-5

Definitions

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

Contract participation goals

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labor to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

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Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

Variations to SANS 1914-5

The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

Training of targeted labour

The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026

The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

The contractors shall do nothing to dissuade targeted labour from participating in the above- mentioned training programmes.

An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

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

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**C3.3.3 VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS
AND PARTICULAR ADDITIONAL SPECIFICATION.**

PSA GENERAL

PSA1 SPECIFICATION DRAWINGS

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to lay-outs and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

PSA2 QUALITY

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SANS mark. Alternatively, the Contractor shall furnish the Employer's Agent with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA3 PLANT

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

PSA4 TESTING

PSA4.1 All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Employer's Agent or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexure to the Specifications.

PSA4.2 The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Employer's Agent to order suspension of the Works without additional remuneration in terms of Clause 42 of the Conditions of Contract, or for him to recommend termination to the Employer in terms of Clause 58 thereof.

PSA4.3 The Contractor shall deliver to the Employer's Agent, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of pipes, valves and specials) prior to the Contractor's appointment of any suppliers.

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PSA5 INSTRUCTIONS BY THE EMPLOYERS AGENT

Site instructions by the Employer's Agent, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Employer's Agent in writing immediately.

PSA6 SITE MEETINGS

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Employer's Agent. Such meetings will be held at maximum monthly intervals to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

PSA7 PAYMENT

Monthly Progress Payment Certificates shall be submitted to the Employer's Agent's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Employer's Agent's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard formats.

Upon agreement by the Employer's Agent's Representative by not later than the 25th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Employer's Agent by not later than the 28th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Employer's Agent, the Contractor shall submit the returns to the Employer's Agent for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following the standard format included in Section 4.4C of Volume 1 for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

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PSAB EMPLOYERS AGENT OFFICE

PSAB1 NAME BOARDS

One name board conforming to the standard requirements of the South African Association of Consulting Engineers and as shown in the book of drawings, must be provided and erected at places to be designated by the Employer's Agent's during the duration of the Contract for this purpose.

PSAB2 OFFICE BUILDING

An office facility for the exclusive use of the engineer will not be required. However, the office space and furniture made available by the Contractor as part of his site facilities shall be adequate for the shared use by himself and the Employer's Agent's Representative.

PSAB3 TELEPHONE

One cellular telephone of an approved type shall be provided for the exclusive use of the Employer's Agent's Representative for the duration of the Contract.

The Contractor shall make all arrangements necessary for the provision of the cell phone, and shall pay all necessary deposits and installation costs that may be applicable. A prime cost item has been allowed in Bills of Quantity to cover all call and rental costs that are associated with the provision of this facility for the Employer's Agent's Representative.

PSAB4 SURVEY EQUIPMENT

No dedicated survey equipment is required. However, the survey equipment listed below shall be available on site and be maintained in good condition for the duration of the Contract for the shared use by the Contractor and the Employer's Agent or his Representative. These instruments shall be made available within one hour of them being requested. Payment will be made as provided for in Schedule 1.

PSAB5 CARPORTS

The Contractor shall provide and maintain one carport with waterproof roofing for the duration of the Contract. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions.

PSAB6 LABORATORY

No laboratory buildings or fittings are required by the Employer's Agent. The Employer's Agent will arrange for a commercial laboratory or designate specialists to carry out all

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acceptance control testing including cube testing, but excepting for density control tests. The Contractor shall remain responsible for carrying out the process control testing that is required by the Standardised, Particular and Project Specifications.

The Contractor shall supply the following equipment and maintain same for the duration of the contract:

A Troxler nuclear system Model 3440, complete with accessories and stored in a suitable transit case as supplied by the manufacturer. A detailed description of the unit and principles of operation should be given in the manual for the nuclear instrument.

Six concrete cube moulds, 150mm nominal size.

The contractor must include the price for providing these equipment under the payment items "Facilities for the Employer's Agent" in Schedule 1.

Upon completion of the Works, ownership of the equipment specified herein shall revert to the Contractor who shall remove same from Site.

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PSC SITE CLEARANCE

PSC1 DISPOSAL OF MATERIAL (Subclauses 3.1 and 8.2.1)

Materials arising from clearing and grubbing shall be disposed of as may be ordered by the Employer's Agent. Trees and stumps necessarily removed shall not be burnt unless authorized by the Employer's Agent, but shall be cut and stacked at areas designated by the Employer's Agent.

PSC2 AREAS TO BE CLEARED AND GRUBBED (Clause 5.1)

Only areas necessary for the construction of the Works will be cleared and grubbed.

PSC3 PRESERVATION OF TREES AND SHRUBS (Subclause 5.2.3)

The penalty in respect of every individual tree and shrub, designated as a tree or shrub to be preserved, that is damaged or removed unnecessarily by the Contractor, shall be R1 000. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

PSC4 FREEHAUL AND OVERHAUL

Refer to Clause PSD7 in this regard.

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PSD EARTHWORKS

PSD1 SAFEGUARDING OF EXCAVATIONS (Subclause 5.1.1.2)

Any cost the Contractor may undergo in ensuring the safety of excavations or any additional excavation and backfilling he may have to undertake due to the unstable sides of excavations and trenches shall be held to his account and the various rates for excavation and trenching included in the Schedule of Quantities shall include full compensation therefore.

PSD2 EXPLOSIVES (Subclause 5.1.1.3)

In addition to complying with the provisions of subclause 5.1.1.3 of SANS 1200D, the Contractor shall record for the information of the Employer's Agent the spacing and loading of the charge in each blast and compliance with this requirement will not relieve the Contractor of any responsibility in terms of the said subclause.

PSD3 DISPOSAL OF SURPLUS MATERIAL (Subclauses 5.1.4.3 and 5.2.2.3)

All surplus or unsuitable excavation materials (other than as described below) arising from trench excavations shall be spoiled and neatly spread and levelled along the route of the pipelines so as not to interfere with future works nor to disrupt the natural overland flow of storm run-off. Rocks, trees, debris and other unsightly materials shall be removed from alongside the trench to spoil areas that are designated by the Employer's Agent for this purpose. Haul of excess material from excavation to spoil areas will not be required by the Employer's Agent unless necessary for the neat and orderly finishing of the Site and its environs.

Generally pipeline trenches shall be left proud of the natural ground surface in order to allow for any consolidation of the backfill materials that may still occur after Completion of the Works. However, where the pipeline is laid within a road reserve the pipeline trench shall be finished neatly to be flush with the natural ground level or finished sidewalk level as may be applicable.

PSD4 ACCOMMODATION OF TRAFFIC (Subclause 5.1.6)

Traffic must be accommodated along public roads whilst construction takes place. The Contractor shall make provision to ensure the safe passage of traffic using the road whilst construction is taking place, and to ensure that any disruption to traffic is kept to a minimum by undertaking half width construction or by providing save detours, all as instructed by the Employer's Agent. All detours shall be constructed and signs shall be erected and maintained in accordance with the latest issue of Road Signs Note 13 as issued by CSRA and CUTA.

The Contractor shall tender a lump sum against Payment Item 5.1.1 for accommodating traffic during the duration of the Contract, which sum shall cover all his obligations in this regard, including but not limited to temporary barricades, the erection and re-erection of existing and/or temporary traffic signs, lights and flagmen for the guarding and protection



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of the Works, and for making all necessary arrangements with the applicable traffic authorities. Payment shall be made monthly pro-rata to the overall progress of the Works.

PSD5 BORROW PITS (Subclause 5.2.2.2)

No borrow pits has been designated under this Contract and the Contractor is responsible for the disposal and sourcing of all material required from the sources identified by themselves..

PSD6 HAUL AND SPOIL ROADS

The Contractor shall be responsible for the provision of all haul and spoil roads to borrow and spoil areas that he may require for the construction of the Works and that the Employer's Agent may approve. No additional payment will be made in this regard.

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PSDB EARTHWORKS (PIPE TRENCHES)

PSDB1 SAFEGUARDING OF EXCAVATIONS (Subclause 5.1)

Refer to Clause PSD1.

PSDB2 SPECIAL WATER HAZARDS (Subclause 5.1.2.2)

Where ground water is present during construction to such an extent that it could hamper the placing and consolidation of the granular or concrete bedding, as specified on the Drawings, or would cause buoyancy of the pipes, the Contractor is to notify the Employer's Agent immediately, who will authorise the importation of crushed stone bedding material from commercial sources in order to assist with dewatering during the bedding, laying and backfilling operations associated with the pipeline, if he deems it necessary. In severe cases, and should the Employer's Agent so instruct, the stone bedding should be wrapped in a suitable geotextile such as Kaymat U24 or similar approved. A suitable outlet point for the expulsion of underground water, caught up in such an underdrain, must be identified and an outlet structure constructed to the approval of the Employer's Agent to facilitate the release of such water.

Crushed stone bedding material shall consist of nominal 19 mm crushed stone complying with the grading as specified for stone to be in concrete in Table 5 of SANS 1083 (as amended), and shall be well compacted in order to provide a uniform support of the pipe barrel.

At points designated by the Employer's Agent, sumps shall be formed in the trench bottom from which ground water can be pumped in order to maintain the water table below the pipe bedding level during construction. The Contractor shall, if instructed, establish on site, operate and remove on completion, dewatering pumps of 25 l/s capacity, which shall be paid for under the applicable item allowed in Bills of Quantity for this purpose. Lengths of trench opened at any one stage shall be limited by the dewatering capacity of the pump.

PSDB3 ACCOMMODATION OF TRAFFIC (Sub-Clause 5.1.3)

See Clause PSD4.

PSDB4 EXISTING SERVICES (Sub-Clauses 5.1.4)

Where any existing service occurs within the specified trench excavation, and the presence of such service is known before being uncovered, then the protection of the service will be scheduled and measured as provided for in Clause 8.3.5 of 1200DB. Only known services (as defined in Clause 5.4 of 1200A) shall be measured for payment.

Where an unknown existing service is damaged during construction, and the Employer's Agent orders that the Contractor should undertake the repair of such service, then such

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repair will either be measured and paid as day works or alternatively as a contractual variation in terms of Clause 40 of the General Conditions of Contract.

No construction activity which may affect the integrity of telephone or electrical poles or stays may be carried out without the prior written approval of the Employer's Agent, which approval shall only be given subject to the acceptance of a modus operandi that will ensure the integrity of such structures during construction.

PSDB5 TRENCH WIDTHS (Sub-Clauses 4.1 and 5.2)

Trenches in general shall not exceed the widths laid down in Sub-Clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any thicker pipes or more expensive bedding which may be required as a result of the additional trench width.

PSDB6 TRENCH BOTTOMS (Sub-Clause 5.5)

Replace the first paragraph of this sub-clause "Material that compacted as directed" with the following:-

Where a firm foundation cannot be obtained at the grade indicated due to soft or unsuitable material, the Employer's Agent may instruct the Contractor to remove such unsuitable material and to backfill the excess depth with approved selected material or concrete, as directed by the Employer's Agent in each particular case, at the cost of the Employer. Backfill, other than concrete, shall be placed in layers of 100mm un-compacted thickness, each layer thoroughly compacted to the entire satisfaction of the Employer's Agent, to provide adequate support for the pipe bedding to be placed on top of it.

Should the Contractor remove more ground than is required to secure the proper grade of the pipeline, the Contractor must, at his own cost, backfill the excess excavation with approved selected material or concrete, as directed by the Employer's Agent in each particular case.

No pipes, concrete screeds, concrete beds or bedding material shall be laid in any trench before the trench have been inspected and approved by the Employer's Agent's Representative.

PSDB7 DISPOSAL OF EXCAVATED MATERIAL (Sub-Clauses 5.6.3 and 5.6.4)

Refer to Clause PSD3.

PSDB8 FREEHAUL AND OVERHAUL (Sub-Clause 5.6.8)

The provisions of clause PSD7 will apply.

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PSDB9 AREAS SUBJECTED TO TRAFFIC LOADS (Clause 5.7.2)

The requirements of Clause 5.7.2 shall apply only to pipes and sleeves crossing streets or paved areas and pipes running parallel to the road as described below.

All service trenches running parallel to the road of which the roadside edge of the trench is located less than 1.4 m away from the edge of the travelled way, will be subject to the requirements for the above mentioned clause.

The measurement and payment will apply to the full trench width. Pipes and sleeves crossing streets or paved areas will be measured and paid for to a length equal to the width of road or length of pavement crossed plus 1,4 m either side of the travelled edges.

Compaction of other pipe trenches running parallel to the roadway shall be considered areas subject to traffic loads only where instructed by the Employer's Agent in writing. The volume will be computed from the minimum base width determined in accordance with Sub-Clause 5.2 and the depth from the top of the backfill to the top of the selected backfill layer as specified in Sub-Clause 8.3.3.1.

PSDB10 MEASUREMENT AND PAYMENT (Subclause 8.3.2)

Trench excavations shall be measured volumetrically (irrespective of length) in depth increments as follows:

- Up to 1.5 m
- Exceeding 1.5 m but not exceeding 2,5 m
- Exceeding 2.5 m but not exceeding 3,5 m
- Exceeding 3.5 m but not exceeding 4,5 m

The volume for each of the above payment items is determined by multiplying the length of the trench falling within the depth range (as determined in accordance with drawing DB-2 of SANS 1200 DB) by the total trench depth and by the trench width (as determined by SANS 1200 DB clause 5.2), using any recognised method such as the end area or the Sympson's method, determining depths at no more than 20 m intervals.

Payment for the excavation and backfilling of trenches shall be made at the tendered rates and at the following stages of construction:

- Upon completion and approval of the trench bottom, prior to bedding: 40 %
- Upon completion and approval of top of selected backfill: 70 % (cumulative)
- Upon completion and approval of the main fill: Remaining 30 %

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PSG CONCRETE (Structural)
PSG1 SCOPE

This specification covers the requirements for water retaining structural concrete for civil Employer's Agenting work

PSG2 INTERPRETATIONS

PSG2.1 Definition

For purpose of this Contract, all structures will be regarded as water retaining structures.

PSG2.2 Exposure Conditions

For the purpose of this Specification, Water retaining structures shall be deemed to be classified under clause 2.4.1.3 (severe conditions) as specified in SANS 1200 G unless specified otherwise in the project specification.

PSG3 CEMENTITIOUS MATERIALS

PSG3.1 Applicable standards

All cementitious material used in concrete shall comply with the following standards, as relevant:

Common cements

SANS ENV 197-1:1992 Cement B composition, specifications and conformity criteria B Part

1: Common cements

Cement extenders

SANS 1491: Part II-1989 Fly ash

PSG3.2 Type

The type of cementitious material to be used in concrete shall be one of the following:

A blend of materials, combined in the concrete mixer, comprising, by mass:

70% CEM I (common cement) and 30% fly ash

PSG4 AGGREGATES (Sub-clause 3.4)

The following additional requirements shall be applicable to water retaining structures:-

PSG4.1 Fine Aggregate

Samples of the proposed fine aggregate shall be submitted to the Employer's Agent for his approval before use.

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The Contractor shall submit a sieve grading analysis to the Employer's Agent for approval and if unacceptable, the Contractor shall offer another sample and grading for approval, or may blend aggregate from different sources and submit the blend for approval.

The water demand of the fine aggregate shall not exceed 195 ℓ/m³.

Fine aggregate shall be stored on a concrete surface and washed sand shall be allowed to drain for at least 24 (twenty-four) hours before use. The Employer's Agent may require the Contractor to test the sand daily (or more frequently if necessary) for moisture content, impurities and grading before use.

PSG4.2 Coarse Aggregate

The voids ratio of the coarse aggregate shall not exceed 47 % (forty-seven per cent). Single sized aggregates shall be stored on a concrete surface in separate stock piles, according to size. The proportions of the various single sized aggregates required for the various portions of the work shall be submitted by the Contractor for the Employer's Agent's approval.

PSG5 CONSTRUCTION

PSG5.1 Reinforcement

The following additional requirements shall be applicable to water retaining structures:

PSG5.1.1 Fixing (Subclause 5.1.2)

The use of plastic spacer blocks will not be allowed.

PSG5.1.2 Cover (Subclause 5.1.3)

In water retaining structures the exposure condition of a reinforcing bar closest to the face in direct contact with water or soil backfilling, shall be classified as severe.

It should be noted that in some water retaining structures only one face of the structural elements will be in contact with water.

Concrete cover to reinforcement to be 50 mm throughout.

The soffit of a slab suspended above the water (eg. a reservoir roof) will be treated as being in contact with the water for the purpose of determining the cover.

PSG5.2 Strength concrete (Subclause 5.5.1.7)

It is a requirement that the Contractor employ the services of an approved specialist to obtain design mixes compatible with the specification. The preferred specialist is CCI who has to confirm in writing that:

- a: The proposed concrete mix was designed by CCI

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b: The proposed concrete mix is suitable for water retaining structures with aggressive water (soft water) being retained.

c: The proposed concrete mix is of grade 35/19

No concrete shall be placed until the Contractor's concrete mix design has been approved by the Employer's Agent. The Contractor shall submit to the Employer's Agent a statement of the mix proportion proposed, together with a report from an approved testing laboratory, showing the 28 day concrete strength obtained when using the materials proposed for the work.

The strength determinations shall be based on not less than three concrete test specimens.

When the Contractor can furnish reliable test records of concrete of a quality at least equal to that specified, having been made with materials from the same sources and of the same qualities as he proposes to use, the Employer's Agent may waive all or part of the strength tests required in the above paragraph.

The preparation of the 150 mm test cube specimens and the sampling techniques shall be in accordance with the relevant SANS specification.

Concrete for water retaining structures shall have a free water/cement ratio of less than 0,5 and a cement content of 420 kg/m³. Admixtures may be used to increase the workability of the concrete but only with the express approval of the Employer's Agent and when the details of the active ingredients of the admixture and their effects are supplied to the Employer's Agent for approval before use.

No additives likely to impair low permeability of the concrete will be approved. Calcium chloride or admixtures containing chlorides may not be used in concrete for water retaining structures. Other admixtures and constituents may only be used with the approval of, or as specified by the Employer's Agent.

PSG5.3 Placing (Subclause 5.5.5)

Panels between construction joints shall be cast alternatively.

PSG5.4 Construction Joints (Subclause 5.5.7)

The following additional requirements shall be applicable to water retaining structures:

The Employer's Agent may allow the Contractor to cut an additional straight construction joint if it is possible without prejudicing the water tightness of the structure. The additional

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construction joint shall be sealed with the same seal that is specified for planned construction joints at the expense of the Contractor.

Construction joints in reinforced concrete walls, embankments, etc. shall consist only of horizontal joints. If under abnormal conditions a vertical construction joint is unavoidable it may only be constructed with the approval of the Employer's Agent.

Construction joints shall only be placed at intervals shown on the drawings or as directed by the Employer's Agent. The exact position of construction joints shall be marked on the formwork in order to obtain truly horizontal joints.

PSG5.4.1 Preparation of Surface

Prior to placing any further concrete the joint must be clean, damp and free of laitance. During the period when the concrete is still green, all loose material shall be removed, without disturbing the aggregates, by light brushing. Where this is not possible, or if the concrete has already set, the surface film shall be removed by mechanical means appropriate to the degree of hardness of concrete so as to expose the aggregate over the entire surface and leave a sound, irregular surface.

PSG5.4.2 Before Placing Concrete

Where the concrete of the previous lift is more than 3 days old, it shall be kept continuously wet before the mortar and fresh concrete is placed.

On all construction joints the following steps shall be taken after the surface has been prepared and at the most, 30 minutes before placing the concrete:

Remove all surface water with an air hose and dry sprinkle waterproofing additive (Vandex Premix or similar approved) at 9,8 kg per m².

Place a layer of approximately 10 mm thickness consisting of cement, sand and water mixed in the same proportions as used in the concrete.

Place concrete within 30 minutes.

PSG5.5 Curing and Protection (Subclause 5.5.8)

SANS 1200 G Clause 5.5.8 will be deleted for the purpose of this Specification and replaced with the following:

"All concrete other than blinding concrete shall be maintained continuously saturated for at least ten days or as directed on the drawings immediately after placement or after stripping formwork in the case of walls, by methods which shall receive the prior written approval of the Employer's Agent if different from the following:

a) For floors

Ponded water with a minimum depth of 30 mm.

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b) For Columns and Walls

Continuously saturated heavy jute sacking or other approved absorbent material maintained in contact with the concrete surface by fastenings spaced at not more than 2 m centres.

c) For Floors and Columns

Covering the previously saturated surfaces with approved plastic sheets maintained in contact with the concrete surface and with all edges and joints sealed by methods approved by the Employer's Agent.

Where the ambient temperature is below 4 ° C the curing period of 10 days or as directed on the drawings, will be extended by 72 hours.

Newly cast concrete sections shall not be used for supporting loaded wheel-barrow, monorails, material or scaffolding, etc., until permission is obtained from the Employer's Agent."

PSG5.6 Adverse Weather Conditions

PSG5.6.1 Concreting in cold weather

During cold weather no material having a temperature below 5 ° C shall be used for making concrete.

No concrete shall be placed when the ground or air temperature is below 2° C or if the ground or air temperature is likely to fall below 2° C within 6 (six) hours of placing the concrete.

The temperature of placed concrete shall not be allowed to fall below 5 ° C until the concrete has attained a strength of at least 5 Mpa, and the Contractor shall be responsible for all the necessary protective measures to ensure this. All concrete that has been damaged by frost or by the formation of ice in the concrete shall be removed and replaced by the Contractor at his own expense.

PSG5.6.2 Concreting in hot weather

During hot weather, the temperature of the concrete, as placed, shall not exceed 30°C. The Contractor shall ensure that the placing of the fresh concrete does not exceed the ambient temperature by more than 5°C. Where necessary this shall be accomplished by shading aggregate stockpiles, shading or insulating water pipes and water storage tanks.

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PSG6 CONCRETE SURFACES (Subclauses 5.2.1 and 5.5.10)

PSG6.1 Special Smooth Formwork

Where special smooth formwork is specified for the exposed surfaces of concrete structures, only new shutter boards or new steel panels without any dents or marks shall be used. The shutter boards or panels shall be arranged in a rectangular pattern approved by the Employer's Agent. Special care shall be taken at construction joints to form a straight and smooth joint. Where specified feature strips shall be used at construction joints, all projections shall be removed, irregularities repaired and the surface rubbed or treated to form a smooth finish with a uniform texture, appearance and colour. The finish of the concrete shall be accurate to a degree of accuracy I as defined in Clause 6.

PSG6.2 Wood-Floated Finish

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in Sub-Clause 5.5.10.1 of SANS 1200 G after the concrete has hardened sufficiently, it shall be floated to a uniform surface free of trowel marks. The screeded surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

PSG6.3 Steel-Floated Finish

Where steel is specified or scheduled, the surface shall be treated as specified in PSG6.2 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel trowelled under firm pressure to produce a dense, smooth uniform surface free from trowel marks.

PSG6.4 Power-Floated Finish

Where power floating is specified or scheduled, the surface shall be treated as specified in PSG6.1 except that the screeded surface shall be power-floated to produce a high quality dense, smooth, uniform surface free from trowel marks.

PSG7 CONCRETE JOINTS (Subclause 5.5.11)

PSG7.1 Construction Joints (Subclause 5.5.7)

Joints in the concrete structure at which special measures are taken to achieve subsequent continuity are termed construction joints. Construction joints will be permitted only where shown on the drawings or approved by the Employer's Agent and shall be formed true to line on all formed or exposed surfaces. Horizontal joints shall be formed by casting against a timber or metal former. Recesses shall be formed as detailed on the drawings. Where detailed on the drawings, galvanized metal strips or waterbars shall be cast into the joints. No unplanned construction joints will be allowed. If a breakdown occurs, the contractor shall strip the shuttering as soon as possible and break out all concrete up to the previous planned construction joint.

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Except in the case where movement joints are required, the entire joint contact area of the concrete already placed shall be thoroughly roughened by chipping with sharp chipping picks before placing concrete against the surface. This surface will not be accepted unless the coarse aggregate projects 5 mm beyond the surrounding matrix. In this connection approved light pneumatic or electric tools are preferred provided that no structural damage is done to the concrete being chipped: otherwise hand tools are to be used. Chipping shall not be commenced until at least 48 (forty-eight) hours after the concrete was placed.

Alternative methods of preparing the surfaces of construction joints to those given above will be considered. The Contractor shall submit proposed alternative methods of achieving the roughened surface required to the Employer's Agent for approval.

Should the Employer's Agent at any time withhold or withdraw permission for alternative methods to be used then the Contractor shall prepare the surfaces of construction joints in accordance with the above specification.

Immediately before the adjoining concrete is placed, the chipped surface shall be thoroughly cleaned by brushing and washing and then thoroughly wetted.

At the discretion of the Employer's Agent the percentage of coarse aggregate of the mix may be slightly reduced in a layer not exceeding 200 mm in depth immediately above the chipped surface of a horizontal construction joint. Suitable temporary openings shall be left in the shuttering to allow for the removal of sawdust, shavings, nails, debris, etc.

The application of compounds to the surfaces of stop ends at vertical joints to retard the setting of a film of concrete in contact with the stop end will be permitted subject to the Employer's Agent's approval of the compound to be utilised and the Contractor's methods for the application of the same.

PSG7.2 Movement Joints

Movement joints shall be formed where shown on the drawings.

Movement joints shall be formed true to line and shall be thoroughly cleaned of all accretions of concrete or other foreign matter by scraping or other approved means. The surfaces in contact with joint sealing material shall be prepared strictly in accordance with the manufacturer's Specification.

Care shall be taken to ensure that the waterbars are in perfect contact with well compacted void-free concrete throughout, particularly on horizontal joints where special procedures shall be adopted for placing and compacting concrete under the waterbars, to the approval of the Employer's Agent.

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PSG8 WATERPROOFING OF CONCRETE JOINTS

Three different systems of waterproofing (or construction of systems) exist and the appropriate system (or combination) will be applied as specified on the drawings: The three systems are:

Waterproofing with hypalon bandage system
Waterproofing with waterbars
Waterproofing with surface sealants

PSG8.1 Hypalon system

The bandage shall comprise a 250 mm wide, or as detailed on drawings, 2 mm thick, Sikadur-Combiflex joint sealing system or similar approved. The hypalon bandage shall be applied strictly in accordance with the manufacturer's specifications and requirements.

PSG8.2 Waterbars (Waterbars will not be used on this contract)

Except where otherwise specified waterbars shall be manufactured from virgin polyvinyl chloride complying with BS 2571 : latest amendment (Class 3 compounds) and the Tenderer shall provide full details of the composition and properties of the material in the relevant annexure where applicable.

Samples of waterbars shall be submitted for approval and all material subsequently supplied shall be identical in size, shape, colour and quality to the approved sample. The waterbar shall be of uniform cross-section and size and shall have lugs welded at 1 m centres on both edges of the waterbar to hold it securely in position during concreting operations.

It shall be possible for all sizes of waterbar to be turned through a 75 mm radius without damage or permanent set to the waterbar.

Joints in waterbars shall be kept to a minimum by the use of the longest possible lengths.

Waterbars shall be held to the required shape, lines, etc, in suitable formwork: site joints shall be bonded as directed by the manufacturer in such a way as to form a continuous watertight seal free from pin holes at any point of the length or width of the strip.

Formwork shall be designed to accommodate the waterbars without subsequent bending and the waterbars shall be adequately supported and protected from damage and sunlight until finally encased in concrete.

Waterbars shall be tested in accordance with BS 2782 and ISO R527.

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PSG8.3 Waterproofing with surface sealants

General

A groove of dimensions specified shall be formed, where indicated, and sealed by an approved sealant. The sealant shall be non-toxic and shall be either a hand applied bitumen putty sealant or a polysulphide sealant. The type of sealant to be specified on the drawings and the product to be used shall be approved by the Employer's Agent.

Bitumen Putty Sealant

All joints shall be clean, dry and free of laitance. The concrete shall be at least four weeks old. The joint surfaces shall then be primed by an ancillary product and the sealant applied as per the suppliers' specification. Special precautionary measures shall be taken to acquire a neat finish by covering the face edges of the joint with masking tape before priming. Any excess material will be cut away and finished flush.

Poli-urethane Sealant

All joints shall be clean, dry and free of laitance. Prime joint face if required – following the suppliers specification. Apply the sealant and finish off flush with the concrete surface.

PSG9 MISCELANEOUS

PSG9.1 Porous concrete

Porous concrete shall be laid under foundations and floor slabs and behind walls, etc, where shown on the drawings and where directed by the Employer's Agent. Porous concrete shall be placed behind shuttering to form a vertical layer against the external face of foundations etc where shown on drawings and where directed by the Employer's Agent. The thickness of the horizontal, sloping and vertical layers shall not be less than that shown on the drawings.

The exposed faces, both horizontal and vertical, of the porous concrete shall be finished with a cement mortar seal where reinforced concrete is to be cast against it. The porous concrete shall be sealed with a 5 mm thick layer of mortar composed of one part normal portland cement to two parts of fine aggregate by mass, trowelled on before the porous concrete has hardened, and finished with a screed to provide a smooth, uniform plane surface without filling any of the internal voids of the porous concrete. The surface of the seal shall have a steel or power float surface.

The schedule rates for porous concrete shall include the cost of mortar seal and steel float finish.

Porous concrete shall comprise water, cement, coarse aggregate and not more than 5 % (five percent) by mass of fine sand. The voids ratio of porous concrete shall not be less than 27,5 % (twenty-seven and one half) percent. Testing of porous concrete shall be carried out in accordance with test method 3 of BS 1881 Part 3 – 1970.



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PSG9.2 Bond breaker

Where indicated on the drawings, site or porous concrete under floor slabs and wall footings etc. shall be covered with a bond breaker consisting of 2 sheets of 250 micron tear resistant damp proof membrane to SANS 952 (1969) C having 150 mm laps and pierced at 1 m intervals to allow the passage of water.



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C3.3.4 PROJECT SPECIFICATIONS : ADDITIONAL SPECIFICATIONS

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ANNEXURE 3: LIST OF RISK ASSESSMENTS

C3.3.4.1.1 Introduction

In terms of the Construction Regulation 4(1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, Blouberg LocalMunicipality, as the Client, is required to compile a Health & Safety Specification for any intended project and provide such specification to any prospective bidders.

The Client's further duties are as in C3.5.1.3.1.1. below and in the Construction Regulations, 2014.

This specification has as objective to ensure that Principal Contractors entering into a Contract with the Blouberg LocalMunicipality achieve an acceptable level of OH&S performance. This document forms an integral part of the Contract and Principal and other Contractors should make it part of any Contracts that they may have with Contractors and/or Suppliers.

Compliance with this document does not absolve the Principal Contractor from complying with minimum legal requirements and the Principal Contractor remains responsible for the health & safety of his employees and those of his Mandataries.

C3.3.4.1.2 Scope

Development of a health & safety specification that addresses all aspects of occupational health and safety as affected by the abovementioned contract work.

The specification will provide the requirements that Principal Contractors and other Contractors will have to comply with in order to reduce the risks associated with the abovementioned contract work that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable.

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C3.3.4.1.3 General Occupational Health & Safety Provisions

(a) Hazard Identification & Risk Assessment (Construction Regulation 7)

(i) Risk Assessments

Annexure 3 contains a list of Risk Assessment headings that have been identified by BLOUBERG LOCAL MUNICIPALITY as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is offered as an assistance to Contractors intending to tender.

Based on the Risk Assessments, the Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the BLOUBERG LOCAL MUNICIPALITY before mobilisation on site commences.

Despite the Risk Assessments listed in Annexure 3, the Principal Contractor is required to conduct a baseline Risk Assessment and the aforesaid listed Risk Assessments must be incorporated into the base-line Risk Assessment. The baseline Risk Assessment must further include the Standard Working procedures (SWP) and the applicable Method Statements based on the Risk Assessments

All out-of-scope work must be associated with a Risk Assessment.

(ii) Review of Risk Assessments

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the Contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned-parties with copies of any changes, alterations or amendments as contemplated in above.

(b) Legal Requirements

All Contractors entering into a Contract with the BLOUBERG LOCAL MUNICIPALITY shall, as a minimum, comply with the

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract. A current, up-to-date copy of the COID Act must be available on site at all times.
- Where work is being carried out on mines' premises the Contractor will have to comply with the Mine Health & Safety Act and Regulations (Act. 29 of 19960 and any other OH&S requirements that the mine may specify. A current, up-to-date copy of the OHS Act must be available on site at all times.

(c) Structure and Responsibilities

(i) Overall Supervision and Responsibility for OH&S

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- * It is a requirement that the Principal Contractor, when he appoints Contractors (Sub-contractors) in terms of Construction Regulations 5(3), (5), (9), (10) and (12) he includes an OHS Act Section 37(2) agreement: "Agreement with Mandatary" in his agreement with such Contractors.
 - * Any OH&S Act (85/1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms
- (ii) Further (Specific) Supervision Responsibilities for OH&S

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a list of identified appointments and may be used to select the appropriate appointments for the current contract:

	Ref. Section/Regulation in OHSAct
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/Mobile Plant/Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Coordinator	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive Powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(GeneBlouberg Local Municipality Safety Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(GeneBlouberg Local Municipality Admin Regulation 29)
Ladder Inspector	(GeneBlouberg Local Municipality Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Materials Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OHS Act Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(GeneBlouberg Local Municipality Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)
Tunneling Supervisor	(Construction Regulation 13)
Vessels under Pressure Supervisor	(Vessels under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(GeneBlouberg Local Municipality Safety Regulation 9)

The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.

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Copies of appointments must be submitted to the BLOUBERG LOCAL MUNICIPALITY together with concise CV's of the appointees. All appointments must be officially approved by BLOUBERG LOCAL MUNICIPALITY. Any changes in appointees or appointments must be communicated to BLOUBERG LOCAL MUNICIPALITY forthwith.

The Principal Contractor must, furthermore, provide BLOUBERG LOCAL MUNICIPALITY with an organogram of all Contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

In addition BLOUBERG LOCAL MUNICIPALITY may require that a Traffic Safety Officer be appointed for any project.

(iii) Designation of OH&S Representatives (Section 18 of the OHS Act)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

(iv) Duties and Functions of the OH&S Representatives (Section 19 of the OHS Act)

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor

OH&S representatives must be included in accident/incident investigations

OH&S representatives must attend all OH&S committee meetings.

(v) Appointment of OH&S Committee (Section 20 of the OHS Act)

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee and a representative of the Client who shall act as the chairman without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

1. Opening & Welcome
2. Present/Apologies/Absent
3. Minutes of previous Meeting
4. Matters Arising from the previous Minutes
5. OH&S Reps Reports
6. Incident Reports & Investigations
7. Incident/Injury Statistics
8. Other Matters
9. Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
10. Close/Next Meeting

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(d) Administrative Controls and the Occupational Health & Safety File

(i) The OH&S File (Construction Regulation 5 (7))

As required by Construction Regulation 5(7), the Principal Contractor and other Contractors will each keep an OH&S File on site containing the following documents as a minimum:

- * Notification of Construction Work (Construction Regulation 3.)
- * Copy of OH&S Act (updated) (GeneBlouberg Local Municipality Administrative Regulation 4.)
- * Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- * OH&S Programme agreed with the Client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5 (1))
- * Copies of OH&S Committee and other relevant Minutes
- * Designs/drawings (Construction Regulation 5 (8))
- * A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 9)
- * Appointment/Designation forms as per (a)(i) & (ii) above.
- * Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the GeneBlouberg Local Municipality Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Asbestos Demolition & Stripping Register
 - * Batch Plant Inspections
 - * Construction Vehicles & Mobile Plant Inspections by Controller
 - * Daily Inspection of Vehicles. Plant and other Equipment by the Operator/ Driver/User
 - * Demolition Inspection Register
 - * Designer's Inspection of Structures Record
 - * Electrical Installations, -Equipment & -Appliances (including Portable Electrical Tools)
 - * Excavations Inspection
 - * Explosive Powered Tool Inspection, Maintenance, Issue & Returns Register (incl. cartridges & nails)
 - * Fall Protection Inspection Register
 - * First Aid Box Contents
 - * Fire Equipment Inspection & Maintenance
 - * Formwork & Support work Inspections

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- * Hazardous Chemical Substances Record
- * Ladder Inspections
- * Lifting Equipment Register
- * Materials Hoist Inspection Register
- * Machinery Safety Inspection Register (incl. machine guards, lock-outs etc.)
- * Scaffolding Inspections
- * Stacking & Storage Inspection
- * Inspection of Structures
- * Inspection of Suspended Platforms
- * Inspection of Tunnelling Operations
- * Inspection of Vessels under Pressure
- * Welding Equipment Inspections
- * Inspection of Work conducted on or Near Water
- * All other applicable records

BLOUBERG LOCAL MUNICIPALITY will conduct an audit on the OH&S file of the Principal Contractor from time-to-time.

- (e) OH&S Goals & Objectives & Arrangements for Monitoring & Review of OH&S Performance

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 1. to this document: "Measuring Injury Experience) and report on this to BLOUBERG LOCAL MUNICIPALITY on a monthly basis

- (f) Notification of Construction Work (Construction Regulation 3.)

The Principal Contractor must, where the Contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy must be held on the OH&S File and a copy must be forwarded to BLOUBERG LOCAL MUNICIPALITY for record keeping purposes.

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(g) Training, Awareness and Competence

The contents and syllabi of all training required by the Act and Regulations are to be included in the Principal Contractor's OH&S Plan.

(i) GeneBlouberg Local Municipality Induction Training

All members of Contractor's Site management as well as all the persons appointed as responsible for OH&S in terms of the Construction and other Regulations will be required to attend a GeneBlouberg Local Municipality induction session by the Client

All employees of the Principal and other Contractors to be in possession of proof of GeneBlouberg Local Municipality Induction training.

(ii) Site Specific Induction Training

The Principal Contractor will be required to develop Contract work project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

All employees of the Principal and other Contractors to be in possession of proof of Site Specific OH&S Induction training at all times.

(iii) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training as follows:

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- * GeneBlouberg Local Municipality Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 27)
- * Basic First Aid (GeneBlouberg Local Municipality Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)

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* Emergency, Security and Fire Co-coordinator

(iv) Awareness & Promotion

The Principal Contractor is required to have a promotion and awareness scheme in place to create an OH&S culture in employees. The following are some of the methods that may be used:

- Toolbox Talks
- OH&S Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as OH&S Safety circles.

(v) Competence

The Principal Contractor shall ensure that his and other Contractors personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences

The Principal Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.

Records of all training must be kept on the OH&S File for auditing purposes.

(h) Consultation, Communication and Liaison

OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee as contemplated in above.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/ situations etc.

The Principal Contractor will be required to do Site Safety Walks with BLOUBERG LOCAL MUNICIPALITY at least on a basis to be determined between the two parties.

The Principal and other Contractors will be required to conduct Toolbox Talks with their employees on a weekly basis and records of these must be kept on the OH&S File. Employees must acknowledge the receipt of Toolbox Talks which record must, likewise be kept on the OH&S File.

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The Principal Contractors most senior manager on site will be required to attend all BLOUBERG LOCAL MUNICIPALITY OH&S meetings and

a list of dates, times and venues will be provided to the Principal Contractor by BLOUBERG LOCAL MUNICIPALITY.

(i) Checking, Reporting and Corrective Actions

(i) Monthly Audit by Client (Construction Regulation 1(d))

BLOUBERG LOCAL MUNICIPALITY will be conducting a Monthly Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

(ii) Other Audits and Inspections by BLOUBERG LOCAL MUNICIPALITY:

BLOUBERG LOCAL MUNICIPALITY reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks.

(iii) Conducting an Audit

A representative of the Principal Contractor must accompany BLOUBERG LOCAL MUNICIPALITY on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.

(iv) Contractor's Audits and Inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.

(v) Inspections by OH&S Representative's and other Appointees

OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

(vi) Recording and Review of Inspection Results

All the results of the abovementioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

(vii) Reporting of Inspection Results

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 2: "SHE Risk Management Report"

(j) Incident Reporting and Investigation

Reporting of Accidents and Incidents (Section 24 and GeneBlouberg Local Municipality Administrative Regulation 8 of the OHS Act)

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

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- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control

to BLOUBERG LOCAL MUNICIPALITY within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & GeneBlouberg Local Municipality Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both BLOUBERG LOCAL MUNICIPALITY and the Provincial Director of the Department of Labour forthwith by telephone, telefax or E-mail.

The Principal Contractor is required to provide BLOUBERG LOCAL MUNICIPALITY with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor is required to provide BLOUBERG LOCAL MUNICIPALITY with copies of all internal and external accident/incident investigation reports including the reports contemplated below within 7 days of the incident occurring.

Accident and Incident Investigation (GeneBlouberg Local Municipality Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic

The results of the investigation to be entered into the Accident/Incident Register listed in above.

The Principal Contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The BLOUBERG LOCAL MUNICIPALITY reserves the right to hold its own investigation into an incident or call for an independent external investigation.

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C3.3.4.1.4 Operational Control

(a) Emergency Preparedness, Contingency Planning and Response

The Principal Contractor must appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that BLOUBERG LOCAL MUNICIPALITY may have in place.

The Principal Contractor and the other Contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

(b) First Aid (GeneBlouberg Local Municipality Safety Regulation 3)

The Principal Contractor must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by GeneBlouberg Local Municipality Safety Regulation 3 of the OHS Act.

The Contingency Plan of the Principal Contractor must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.

The Principal Contractor must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees

(c) Security

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period

(d) Fall Protection (Working in Elevated Positions (Construction regulation 8.))

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing a single belt with lanyard that will be worn to prevent the person falling from the platform, ladder or other device utilised. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length that the person will not be able to move over the edge.

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Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

Where the requirement in is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer's head at all times and the lanyard must be fitted with a shock absorbing device OR the person must be attached to an approved, by BLOUBERG LOCAL MUNICIPALITY, fall arrest system.

Where the requirements are not practicable, a suitable catch net must be erected.

Workers working in elevated positions must be trained to do this safely and without risk to health

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material. Skylights and openings in the roof.

C3.3.4.1.5 Measurement and Payment

Payment for the contractor's obligations in respect of the Occupational Health and Safety act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), cost and incidentals in respect of compliance with the enforcement of the Health and Safety Specifications, which shall include for the compilation, presentation, implementation and maintenance of the Health and Safety Plan as contemplated. In tendering rates for the three items the contractor shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Item	Unit
C1.1 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointments of employees and sub-contractors.
- (c) The client has approved the contractor's Health and Safety Plan.
- (d) The contractor has set up his Health and Safety File.

Item	Unit
C1.2 Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Month

The tendered monthly amount shall represent full compensation for that part of the contractor's geneBlouberg Local Municipality obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. This includes inter alia payment of all costs for the appointment of all staff contemplated in the construction regulations



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and the transport of employees on site. Payment will be monthly only after payment for Item C1.1 has been made.

Item	Unit
C1.3 Submission of the Health and Safety File	Lump Sum

The tendered lump sum shall represent full compensation for the contractor meeting all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and for the preparation and submission of his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

This amount will be paid only once the contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.



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C3.3.4.1.6 Project/Site Specific Requirements

See Annexure 3

Annexure 1: Measuring Injury Experience

Annexure 2: SHE Risk Management Report

Annexure 3. List of Risk Assessments

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ANNEXURE 1: MEASURING INJURY EXPERIENCE

Injury experience has traditionally been measured by the use of a disabling injury frequency rate, the so-called "DIFR". The DIFR is calculated by multiplying the number of disabling injuries by 1 million and dividing by the number of man-hours worked.

Lately the DIFR has been replaced internationally with a DIIR: disabling injury incidence rate. The only difference between the two rates are that the 10 million in the calculation is replaced with 200 000. (200 000 purported to be the number of hours and average person works in a lifetime.)

The use of the two rates above has proved to be somewhat problematical as they are open to manipulation and disabling injuries are often "hidden" by returning the injured employee to the workplace so as not to lose a shift and therefore having to register a disabling injury.

The Construction Industry recently decided to promote the use of a new frequency rate based on the number of compensation injury claims as these are more difficult to hide or manipulate because the reporting of compensable injuries is a legal requirement.

The industry is hoping that adoption of this new measurement of injury experience will enable the industry to monitor itself as far as work related injuries are concerned.

Below follows an explanation of this new rating system.

COMPENSATION INCIDENCE FREQUENCY RATE (CIFR)

FORMULA

No. of Compensation Claims X 200 000 /

*220 man hours X No. of Employees

DEFINITIONS

No. of Compensation

Claims: The number of claims lodged with the COID insurer for the period under review

200 000: The fixed factor to align the rate with other rates used internationally

Manhours Worked

Include: * Hourly Paid Employees

* Sub-contactors (No. of Employees X *220 each)

* Staff (No. of Employees X *220 hours each)

220 manhours: The *average number of hours worked by one employee in one month in the Construction industry.

* Overtime, absence on leave or sick leave, unrecorded after hours time worked by senior and middle management factored into this average.

No. of Employees: The actual or average number of employees employed for the period under review.

2002/03CIFRSystem

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ANNEXURE 2: EXECUTIVE SHE RISK MANAGEMENT REPORT

The SAFCEC OH&S committee recently developed the following report in an attempt to standardise on reporting and assist contractors in obtaining a clear picture of their SHE Risk Management performance. It is hoped that clients will also accept this standardised report. Your comments/suggestions for improvement is invited.

EXAMPLE ONLY: ALL INFORMATION IS FICTITIOUS

XYZ construction

*SHE RISK MANAGEMENT REPORT

PERIOD JANUARY TO MARCH 2002

*(SHE = Safety, Health & Environment)

1. Introduction

We hope that this new format of quarterly SHE Risk Management reporting will provide a clear picture of the company's performance as far as occupational health & safety is concerned.

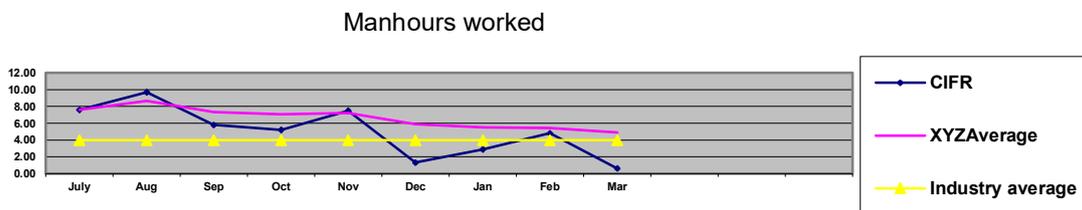
The first quarter of 2002 geneBlouberg Local Municipality reflected an improvement in injury experience and shows a decline in the number of injuries. Although Building was the only division where there was an increase in compensation claims, figures are still well down from the average 2001 figures. A sub-contractor experienced one fatality.

All divisions are eagerly awaiting the final implementation in May of the new electronic SHE Management system that will make the tools to implement the SHE programme available to all management and supervisory staff.

2. Incident Statistics

Compensation Incident Frequency Rate (CIFR)

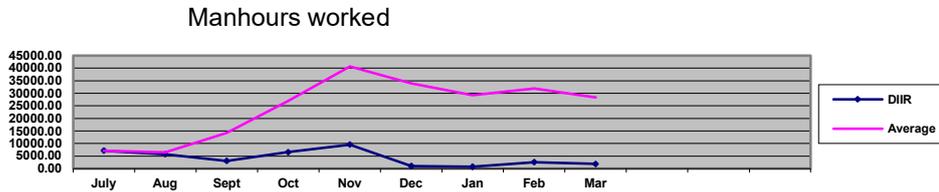
CIFR = Total No. of Claims against the Workmen's Compensation Fund X 200 000



2.2. Disabling Injury Incidence Rate (DIIR)

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DIIR = $\frac{\text{No. Disabling Injuries} \times 200\,000}{\text{Manhours worked}}$



2.3. Other Major Incidents

Three other major incidents were experienced in the period under review:

- 2.3.1. A major trench collapsed at Job. 00123: XYZ Head Office, Bochum: No personnel injured, extensive damage to foundations: 3 days delay.
- 2.3.2. A concrete dumper ran away when its brakes failed. It smashed into the glass façade of the building on Job 00332: McDonalds, Polokwane. The driver jumped off and was not injured. Cost of damage to façade: R45 000.
- 2.3.3. A storage hut on Job 00567: BP Petrol Station, Swartruggens was demolished by fire when the night watchman made a fire inside the storage hut which contained concrete vibrators and levelling machines. Cost of replacing the hut and machines: R30 000

3. **RISK AREAS**

The following items of concern need priority consideration by management:

- 3.1. New employees must undergo pre-employment medical examinations to:
 - protect XYZ from claims at a later stage
 - ensure that only healthy persons are employed
 - prevent injuries and illness in the workplace
 - enhance XYZ image
- 3.2. Vehicle drivers and plant operators must be instructed to inspect their vehicles daily before start-up using the prescribed checklists to ensure that these are safe to operate and in good condition.

4. **AUDITS**

Three SHE audits were conducted in February and March:

- 4.1. Job 00432: Gillooly's Mall Compliance: 56%(*)
- Job 00786: Cullinan Head Office Compliance: 83%(****)
- Job 00589: Cleveland Station Compliance: 76%(***)

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5. TRAINING

One hundred and forty two employees, representing 7% of employees, attended nine training courses.
 *Our objective is to train 5,5% of employees quarterly.

Month	No. of Employees Trained	Course	Source
January	26	Induction	Internal
	15	OH&S Reps	Consultant
	3	Crane Drivers	External
February	23	Induction	Internal
	17	OH&S Reps	Consultant
March	43	Induction	Internal
	9	OH&S Reps	Consultant
	3	Bomag Rollers	Supplier
	3	First Aiders	St. John's

6. LEGAL ISSUES

6.1. An inspector of the Department of Labour issued an improvement notice on Job 00987: Gillooly's Mall. The notice requires that all scaffolding comply with the SABS standards for the Erection and Maintenance of Access Scaffolding (SABS 085). This is currently being attended to and the inspector will return on 15 April 2002 to ascertain if the notice has been complied with.

8. OCCUPATIONAL AIND OTHER HEALTH MATTERS

8.1. HIV Aids

The proposed SAFCEC clinic will soon be operational and we will then be able to send our employees who have tested positive to the clinic for counselling and eventual treatment when necessary

The mobile clinic saw and tested fifty employee volunteers at 3 sites this month. Eighteen of them tested positive.

8.2. Tuberculosis

The mobile clinic will be calling at Gillooly's Mall and Cleveland Station on 15 and 16 October respectively to screen employees for TB.



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8.3. Noise

All suspected noise pollution areas have been tested and the results are awaited. Employees working in areas testing over 85dBa will be issued with suitable hearing protectors.

9. **ENVIRONMENTAL MEASURES**

Inspectors from the Botswana Department of the Environment visited Djwaneng and inspected the site and yard. They gave it a “clean bill of health” and advised that we should increase the dust control measures by spraying roads three times per day instead of the present twice per day.

10. **ACHIEVEMENTS/AWARDS**

- 10.1. The client at Djwaneng (Job 00786) awarded the XYZ site first position in the housekeeping competition conducted bi-monthly by the client’s SHE managers. The project manager and his team are to be congratulated for this sterling effort.
- 10.2. Job 0987: Refurbishment of Pretoria Main Railway Station has just completed 1million compensation claim free days. This was no easy achievement if we consider the conditions being worked under after the extensive fire that caused major damage.

SHE Risk Manager

2002.09.27

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ANNEXURE 3: LIST OF RISK ASSESSMENTS

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- * Dealing with existing structures
- * Location of existing services
- * Installation and maintenance of temporary construction electrical supply, lighting and equipment
- * Adjacent land uses/surrounding property exposures
- * Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- * Exposure to noise
- * Exposure to vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases
- * Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- * Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- * Welding including
 - Arc Welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- * Loading & offloading of trucks
- * Aggregate/sand and other materials delivery
- * Manual and mechanical handling
- * Lifting and lowering operations
- * Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- * Use and storage of flammable liquids and other hazardous substances

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- * Layering and bedding
- * Installation of pipes in trenches
- * Pressure testing of pipelines
- * Backfilling of trenches
- * Protection against flooding
- * Gabion work
- * Use of explosives
- * Protection from overhead power lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

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C3.3.4.2 ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

- C3.3.4.2.1 SCOPE
- C3.3.4.2.2 DEFINITIONS
- C3.3.4.2.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
- C3.3.4.2.4 LEGAL REQUIREMENTS
- C3.3.4.2.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
- C3.3.4.2.6 TRAINING
- C3.3.4.2.7 ACTIVITIES/ASPECTS CAUSING IMPACTS
- C3.3.4.2.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES
- C3.3.4.2.9 RECORD KEEPING
- C3.3.4.2.10 COMPLIANCE AND PENALTIES
- C3.3.4.2.11 MEASUREMENT AND PAYMENT

C3.3.4.2.1. SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the GeneBlouberg Local Municipality Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Roads Agency Limpopo in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment.

Specifications with which the contractor shall comply in order to protect the environment from the identified impacts.

Actions that shall be taken in the event of non-compliance.

C3.3.4.2.2. DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agriculture Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

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Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural Blouberg Local Municipality properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C3.3.4.2.3. IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere
- chemical use operations
- energy use operations
- water use operations
- use of natural Blouberg Local Municipality resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the Employer's Agent's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall

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be concurrent with the time constraints to produce an approved construction programme according to subclause 8.3 as amended by Particular Condition of the geneBlouberg Local Municipality conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

- Pollution of atmosphere, soil or water
- Destruction or removal of fauna and flora and effect on biological diversity
- Deformation of the landscape
- Soil erosion
- Destruction of historical/heritage sites
- Effect on the built environment
- Effect on agricultuBlouberg Local Municipality land and wetlands

GeneBlouberg Local Municipality good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.3.4.2.4. LEGAL REQUIREMENTS

a) GeneBlouberg Local Municipality

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integBlouberg Local Municipality part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the geneBlouberg Local Municipality conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.3.4.2.5. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the Employer's Agent for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer's Agent to make a decision. The Employer's Agent will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The Employer's Agent will be responsible for issuing instructions to the contractor where

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environmental considerations call for action to be taken. The DEO shall submit regular written reports to the Employer's Agent, but not less frequently than once a month.

The Employer's Agent shall have the authority to instruct the contractor to replace the DEO if, in the Employer's Agent's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the Employer's Agent a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the Employer's Agent whenever there is a change or variation to the original.

The Employer's Agent may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COLTO Standard Specifications for Roads and Bridges and subclauses 4.18 and 11.11 of the GeneBlouberg Local Municipality Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.3.4.2.6. TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies

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- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the Employer's Agent when and how he/she intends concluding his environmental training obligations.

C3.3.4.2.7. ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.3.4.2.8. ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

- a) Site Establishment
 - i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the Employer's Agent for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the Employer's Agent for consultation during rehabilitation of the site. Read with COLTO Specification 1302(a), 1402 (e).

- ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natuBlouberg Local Municipality vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Employer's Agent. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Employer's Agent in writing, may be felled or cleared. In wooded areas

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where natuBlouberg Local Municipality vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COLTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natuBlouberg Local Municipality surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natuBlouberg Local Municipality water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Employer's Agent. Read with COLTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange



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for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Employer's Agent.

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c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer's Agent. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COLTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COLTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the Employer's Agent.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the Employer's Agent.

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The contractor shall provide proof to the Employer's Agent that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the Employer's Agent with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natuBlouberg Local Municipality vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the Employer's Agent for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the Employer's Agent for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

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Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural Blouberg Local Municipality soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COLTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the Employer's Agent. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the Employer's Agent, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the Employer's Agent his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of

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construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of MineBlouberg Local Municipality and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COLTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the Employer's Agent with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COLTO Standard Specification clauses 1217 and 3309)

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the Employer's Agent for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the Employer's Agent. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The Employer's Agent will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natuBlouberg Local Municipality topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the Employer's Agent for other acceptable stabilising methods. The Employer's Agent may only approve a

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completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an Employer's Agent's certificate certifying slope stability (Read with COLTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Employer's Agent for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no natural Blouberg Local Municipality occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the Employer's Agent and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the Employer's Agent within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the Employer's Agent

In all cases, the Employer's Agent shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COLTO Specification 3203 and 4306).

v) Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the Employer's Agent with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the Employer's Agent the manner in

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which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Mine Blouberg Local Municipality and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relative authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The Employer's Agent will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Employer's Agent for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the Employer's Agent. The Designated Environmental Officer will assess the situation in consultation with the Employer's Agent and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the Employer's Agent. Areas cleared of hazardous waste shall be re-vegetated according to the Employer's Agent's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Employer's Agent. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

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k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the Employer's Agent in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Employer's Agent of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO GeneBlouberg Local Municipality Condition of Contract Subclause 4.24 as amended by Particular Condition).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the Employer's Agent informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO GeneBlouberg Local Municipality Conditions of Contract Subclause 4.24 as amended by Particular Condition).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of MineBlouberg Local Municipalitys and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

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C3.3.4.2.9. RECORD KEEPING

The Employer’s Agent and the DEO will continuously monitor the contractor’s adherence to the approved impact prevention procedures and the Employer’s Agent shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the Employer’s Agent in the monthly report.

Copies of any record of decision or EMP’s for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.3.4.2.10. COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

- 2600mm girth or less : R 5 000 per tree
- Greater than 2600mm, but less than 6180mm girth : R10 000 per tree
- Greater than 6180mm girth : R30 000 per tree

b) Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R 5 000 per incident
- Damage to cultural and historical sites. : R 5 000 per incident
- Pollution of water sources. : R 10 000 per incident
- Unauthorized blasting activities. : R 5 000 per incident
- Uncontrolled/unmanaged erosion (plus rehabilitation at contractor’s cost). : R5 000 per incident
- Damage to sensitive vegetation within “no-go” areas of vegetation damaged, plus rehabilitation thereof at contractors cost : R2 000 per m²

The Employer’s Agent’s decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final.

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c) Less serious violations:

• Littering on site.	:	R1 000 per incident
• Lighting of illegal fires on site.	:	R1 000 per incident
• Persistent or un-repaired fuel and oil leaks.	:	R1 000 per incident
• Any person related to the contractor's operations found within the designated "no-go" areas	:	R 500 per incident
• Excess dust or excess noise emanating from site.	:	R1 000 per incident
• Dumping of milled material in side drains or on grassed areas:	:	R1 000 per incident
• Possession or use of intoxicating substances on site.	:	R 500 per incident
• Any vehicles being driven in excess of designated speed limits.	:	R 500 per incident
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife.	:	R2 000 per incident
• Illegal hunting.	:	R2 000 per incident
• Urination and defecation anywhere except in designated areas.	:	R 500 per incident

d) Contract violations:

• Road signs not according to specifications	:	R 10 000 per incident
• Safety on borrow pits not according to instructions	:	R 10 000 per incident
• Not completing the daily site diary	:	R 500 per incident
• Not complying with OH&S regulations	:	R 10 000 per incident
• Request file not up to date	:	R1 000 per incident
• Test results not submitted in time	:	R1 000 per incident
• Costruction vehicles driving on completed section of the works	:	R 10 000 per incident

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.3.4.2.11. MEASUREMENT AND PAYMENT

The cost of complying to this specification shall be deemed to be included in the rates tendered for this project.

Item	Unit
C100.01 Penalty for unnecessary removal or damage to trees for the following diameter sizes	
(a) 2600mm girth or less	number (No)
(b) Greater than 2600mm, but less than 6180mm girth	number (No)
(c) Greater than 6180mm girth	number (No)

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The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.02	Penalty for serious violations
(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b) GeneBlouberg Local Municipality damage to sensitive environments	
(c) Damage to cultuBlouberg Local Municipality and historical sites	number (No)
(d) Pollution of water sources	number (No)
(e) Unauthorised blasting activities	number (No)
(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	number (No)

The unit of measurement for C100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.03	Penalty for less serious violations
• Littering on site	number (No)
• Lighting of illegal fires on site	number (No)
• Persistent or un-repaired fuel and oil leaks	number (No)
• Excess dust or excess noise emanating from site	number (No)
• Dumping of milled material in side drains or on grassed areas	number (No)
• Possession or use of intoxicating substances on site	number (No)
• Any vehicles being driven in excess of designated speed limits	number (No)
• Removal and/or damage to flora or cultuBlouberg Local Municipality or heritage objects on site, and/or killing of wildlife	number (No)
• Illegal hunting	number (No)
• Urination and defecation anywhere except in designated areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item	Unit
C100.04	Penalty for less serious violations
• Road signs not according to specifications	number (No)
• Safety on borrow pits not according to instructions	number (No)
• Not completing the daily site diary	number (No)
• Not complying with OH&S regulations	number (No)
• Request file not up to date	number (No)
• Test results not submitted in time	number (No)



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- Costruction vehicles driving on completed section

of the works

:

number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The Employer's Agent's decision with regard to what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define the manner by which the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

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Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	ENVIRONMENTAL IMPACTS			SENSITIVE AREAS (to be completed by compiler)
				SOIL EROSION	ALIEN VEGETATION		
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil		
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil		



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SECTION	CONTENTS	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	ENVIRONMENTAL IMPACTS			SENSITIVE AREAS (to be completed by compiler)
				SOIL EROSION	ALIEN VEGETATION		
2100 -2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3200	Stockpiling	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3400 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil		



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SECTION	CONTENTS	POLLUTION TYPE	DEFORMATION OF LANDSCAPE	ENVIRONMENTAL IMPACTS			SENSITIVE AREAS (to be completed by compiler)
				SOIL EROSION	ALIEN VEGETATION		
		Storage Noise / lights Dust control Smoke control Storage of materials	Parking areas				
5000	Ancillary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		

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C3.3.4.3 PROVISION OF STRUCTURED TRAINING

CONTENTS

- C3.3.4.3.1 SCOPE
- C3.3.4.3.2 GENERIC TRAINING
- C3.3.4.3.3 ENTREPRENEURIAL SKILLS TRAINING
- C3.3.4.3.4 MEASUREMENT AND PAYMENT

C3.3.4.3.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.3.4.3.2 GENERIC TRAINING

C3.3.4.3.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.3.4.3.2.2 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.3.4.3.2.3 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)

C3.3.4.3.2.4 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period. The Training Schedule should form part of the section 12 programme to be approved by the Employer's Agent at the start of the project.

C3.3.4.3.2.5 The contractor's training programme shall be subject to the approval of BLOUBERG LOCAL MUNICIPALITY and the contractor shall if so instructed by BLOUBERG LOCAL MUNICIPALITY alter or amend the programme and course content if a need is identified once the contract commences.

C3.3.4.3.2.6 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 11 (E))

C3.3.4.3.3 ENTREPRENEURIAL SKILLS TRAINING

C3.3.4.3.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

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- C3.3.4.3.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the Employer's Agent, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the Employer's Agent.
- C3.3.4.3.3.3 The training will be delivered by trainers who are accredited by the Civil Employer's Agenting Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.
- C3.3.4.3.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.
- C3.3.4.3.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.
- C3.3.4.3.3.6 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:
- (a) A suitably furnished venue (if required) with lighting and power.
 - (b) All necessary consumables, stationery and study material
 - (c) Transport of the subcontractors (as necessary)
- C3.3.4.3.3.7 All entrepreneurial training shall take place within normal working hours.
- C3.3.3.3.3.8 The contractor's training programme shall be subject to the approval of BLOUBERG LOCAL MUNICIPALITY and the contractor shall if so instructed by BLOUBERG LOCAL MUNICIPALITY alter or amend the programme and course content if a need is identified once the contract commences.
- C3.3.4.3.3.9 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 12 (E)).

C3.3.4.3.4 MEASUREMENT AND PAYMENT

<u>ITEM</u>	<u>UNIT</u>
E12.05 Provision for accredited training	
(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above	percentage (%)
(d) Training venue (only if required)	lump sum



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The prime cost sums are provided to cover the actual costs (including wages and the daily PSC reimbursement) for attendance of accredited training courses as agreed with the Employer's Agent and shall be expended in accordance with the provisions of sub-clause 48(2) of the geneBlouberg Local Municipality conditions of contract. The tendered percentage in sub-item E12.05 (c) is a percentage of the amount actually spent under sub-items E12.05(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for E12.05(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue.

Payment of the lump sum will be made after the provision of all the accredit training, issuing of all certificates and submission of all records as specified in the document.



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PART C4: SITE INFORMATION

C4.1	SITE INFORMATION.....	C.145
C4.2	LOCALITY PLAN.....	C.146



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C4.1 SITE INFORMATION

C4.1.1 Material site investigation

Earthworks will be minimised to “cut to fill” and “cut to spoil” by using the existing gravel wearing course for roadbed material of Class G10 natuBlouberg Local Municipality gravel. Fills will be compacted to 90% mod AASHTO to a minimum CBR of 3.

C4.1.2 Services

Eskom

There is power line that passing through the identified site. This is the same power line that will be used for connection once applied from Eskom/Blouberg Municipality.

Telkom

We do not foresee any Telkom poles that need relocation.

Water pipelines and Sewers

We do not foresee any relocation of water line for the site.



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C5.1 PRO-FORMA DOCUMENTS

The following is a list of proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA.....	C.148
C5.1.2	EXAMPLE OF SMME DECLARATION AFFIDAVIT	C.150
C5.1.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	C.152
C5.1.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT	C.153
C5.1.5	FORM RDP 11(E) : GENERIC TRAINING REPORT	C.154
C5.1.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	C.155
C5.1.7	FORM RDP 13(E) : EMPLOYER'S AGENTING TRAINING REPORT	C.156
C5.1.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT.....	C.157



CONTRACT NO.: BM06/22/23
FOR
CONSTRUCTION OF DANTZIG CRECHE

C5.1.1 RETENTION MONEY GUARANTEE PROFORMA

EXAMPLE

Blouberg LocalMunicipality
P.O. Box 1593,
Senwabarwana,
0790

FOR INFORMATION ONLY:
This Guarantee is not to be completed and signed by the Guarantor.
A separate form will be issued to the successful Bidders

Notes to Tenderer

1. This pro forma is for information only. The successful tenderer’s guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.
2. The tenderer’s guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.

CONTRACT NO. BM06/22/23

FOR

CONSTRUCTION OF DANTZIG CRECHE The guarantee is issued on behalf of

Registration No

(hereinafter referred to as “the Contractor”) in connection with the above mentioned contract (hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

.....

(full name of guarantor) registration number.....

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to (R.....) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the



CONTRACT NO.: BM06/22/23

**FOR
CONSTRUCTION OF DANTZIG CRECHE**

Contractor.

- 5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed at for and on behalf of

on this the... day of in the year

GUARANTOR:

AS WITNESS:

1.	2.
NAME(Print):	NAME(Print):
ADDRESS	ADDRESS
.....
.....



CONTRACT NO.: BM06/22/23
FOR
CONSTRUCTION OF DANTZIG CRECHE

C5.1.2 EXAMPLE OF SMME DECLARATION AFFIDAVIT

- 1. Name of SMME firm :
- Postal address :
- Physical address of Head Office:
- Telephone no. : Fax no
- Cell no :
- Contact person :
- VAT registration no. :

- 2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....

[ATTACH LATEST CIPRO PRINTOUT TO PROVE ABOVE INFORMATION]

- 3. Principal Business Activities :
- 4. Service/work to be performed on this contract:
- 5. CIDB registration no (if applicable):

[ATTACH LATEST CIDB INFORMATION AS PROOF]

- 6. SMME status (mark the appropriate category)
 - 6.1. Total full time equivalent of paid employees:
 - 6.2. Total Annual turnover:
 - 6.3. Total gross asset value (fixed property excluded):

[ATTACH CONFIRMATION LETTER OF AUDITER OR INCOME STATEMENT TO SUBSTANTIATE AND PROVE ABOVE INFORMATION]

7. Declaration

I,, being duly authorised to sign on behalf of the firm, affirm that the SMME status as stated above and the information as furnished is true and correct.



CONTRACT NO.: BM06/22/23

**FOR
CONSTRUCTION OF DANTZIG CRECHE**

Signature

Name (print)

Date

Signed on behalf of (print name).....

Address

.....

Telephone no.

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.



CONTRACT NO.: BM06/22/23
FOR
CONSTRUCTION OF DANTZIG CRECHE

EXAMPLE

C5.1.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO.....

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF 2022									
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	TOTAL	PERSON/HOURS		VALUE (RAND)			
				MALE	FEMALE	MALE	FEMALE		
		Unskilled (US)							
		Semi-Skilled (SS)							
		Skilled (SK)							
		Lab. Tech (LT)							
		Surveyor (SUR)							
		Eng. Tech (ET)							
		Employer's Agent (EN)							
		Admin (AD)							
		Others (o)							
			TOTALS						
			GRAND TOTALS						



BLOUBERG MUNICIPALITY

C.154

BLOUBERG LOCAL MUNICIPALITY

CONTRACT NO.: BM06/22/23
FOR
CONSTRUCTION OF DANTZIG CRECHE

EXAMPLE

C5.1.5 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO.....

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2022											
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH		ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
						NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL											
TOTAL ALL TRAINEES											

BLOUBERG LOCAL MUNICIPALITY

CONTRACT NO.: BM06/22/23
FOR
CONSTRUCTION OF DANTZIG CRECHE

C5.2 CONTRACT DRAWINGS

The following is a list of contract drawings included in a separate volume entitled "Part C5.2: Contract Drawings."

DESCRIPTION	DRAWING NO.		NO.
Site Plan Layout	BM06/22/23/DNT/01	-	1
Foundation Layout, Floor Plan And Details	BM06/22/23/DNT/02	-	2
Elevation And Section	BM06/22/23/DNT/03	-	3
Roof Layout/Electrical And Sewer Layout	BM06/22/23/DNT/04	-	4
Window And Door Schedules	BM06/22/23/DNT/05	-	5
Septic Tank And Soak Away	BM06/22/23/TD/01	-	6
Elevated Tank Details	BM06/22/23/TD/02	-	7
Elevated Steel Stand Details	BM06/22/23/TD/03	-	8
Play Ground Plan And Section	BM06/22/23/TD/04	-	9
Vip Toilet Plan, Section And Details	BM06/22/23/TD/05	-	10
Wiremesh Steel Fence Details	BM06/22/23/TD/06	-	11
Name Board	BM06/22/23/TD/07	-	12



BLOUBERG LOCAL MUNICIPALITY

CONTRACT NO.: BM06/22/23

FOR
CONSTRUCTION OF DANTZIG CRECHE
TENDER DRAWINGS - REV 0

CLIENT:

BLOUBERG LOCAL MUNICIPALITY

P.O.BOX 1593
SENWABARWANA
0790

Tel: 015 505 7100
Fax: 015 505 0296



CONSULTANT:

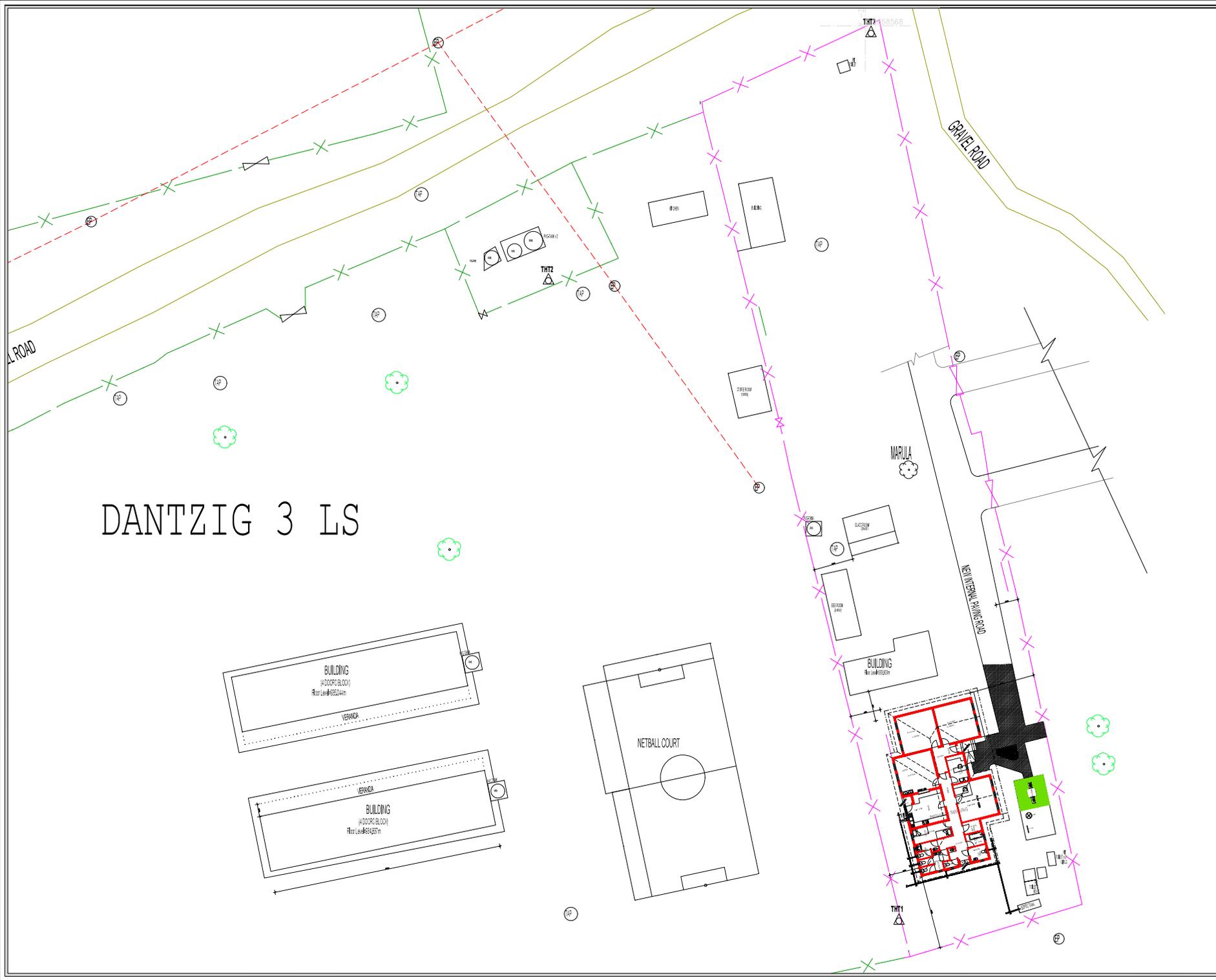
DOLMEN ENGINEERS CC

P.O. BOX 468
BENDOR PARK
POLOKWANE
0713

Tel: 015 295 4885
Fax: 015 295 8384

Email: dolmeneng@gmail.com





DANTZIG 3 LS

NOTE :

- * ALL DIMENSIONS AND LEVELS ARE TO BE VERIFIED ON SITE PRIOR TO COMMENCING SETTING OUT, WORKSHOP DRAWINGS OR CONSTRUCTION.
- * FIGURED DIMENSIONS ONLY TO BE USED.
- * DISCREPANCIES, ERRORS AND OMISSIONS ARE TO BE REPORTED TO ARCHITECTS IMMEDIATELY THEY BECOME EVIDENT.
- * SHOP DRAWINGS TO BE SUBMITTED FOR APPROVAL PRIOR TO MANUFACTURE OR INSTALLATION.
- * COPYRIGHT AND RIGHT OF REPRODUCTION OF THIS DRAWINGS OR ANY PORTION THEREOF IS RESERVED MILA ARCHITECTS.

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Rev.	Description	Date	By
00	FOR TENDER PURPOSE	10/2022	MP

AMENDMENTS

DESCRIPTION	DATE

SERVICE

BUILDING

DESIGNED	M.P
DRAWN	T.M
CAD FILE NAME	BM06/22/23/DNT01
CHECKED	M.P
APPROVED	M.P

PREPARED BY



DOLMEN ENGINEERS
SUSTAINABLE SOLUTIONS

P.O. BOX 468
BENDOR
0713
Tel: 015 295 4885 Fax: 015 295 8384

CLIENT: BLOUBERG LOCAL MUNICIPALITY



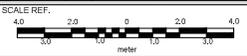
P.O. BOX 1593
SENWABARWANA
0790
Tel: 015 505 7100
Fax: 015 505 0296

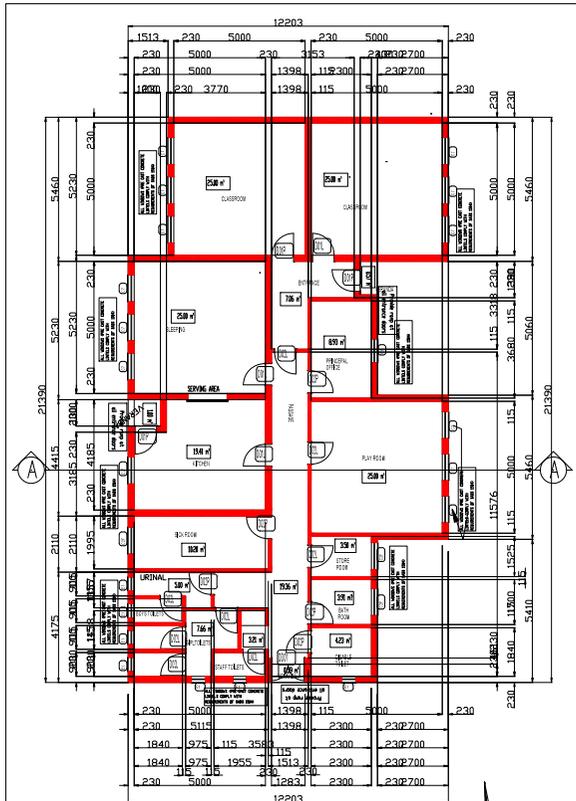
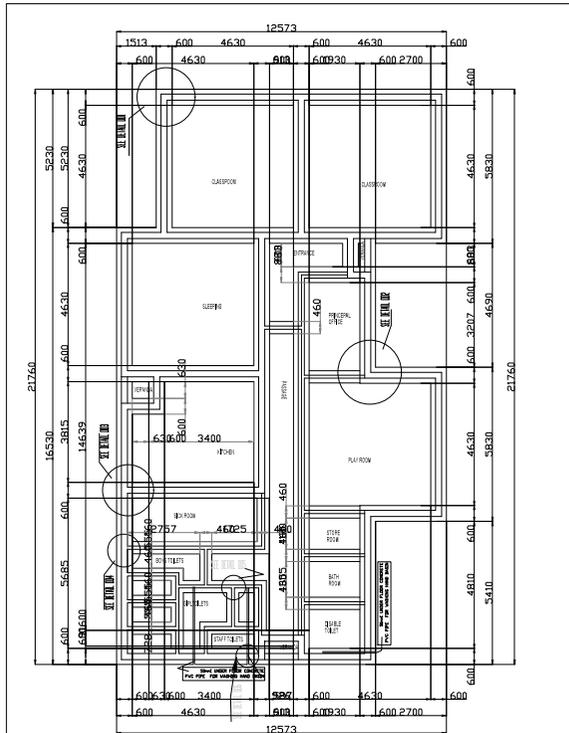
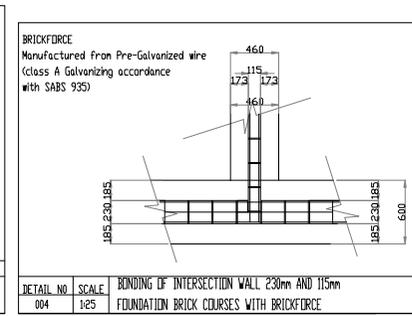
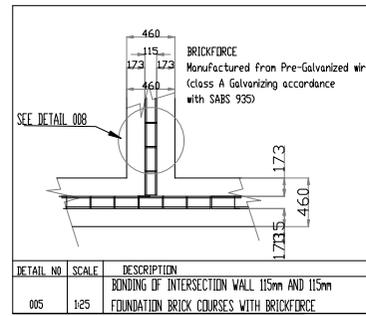
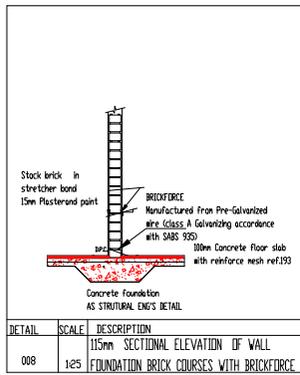
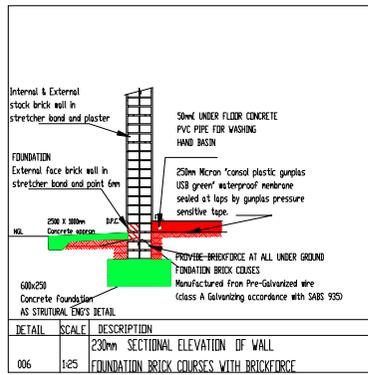
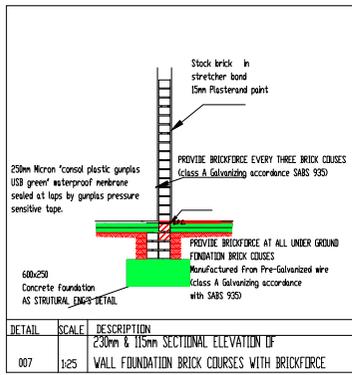
PROJECT

CONSTRUCTION OF DANTZIG CRECHE

TITLE

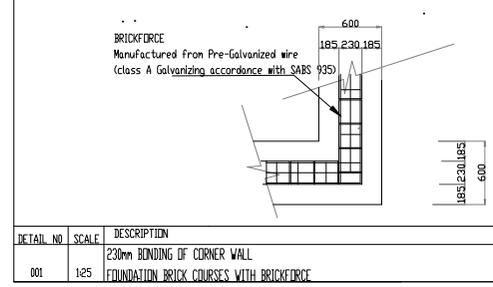
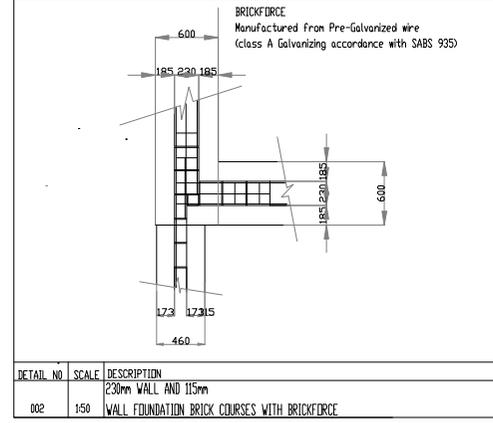
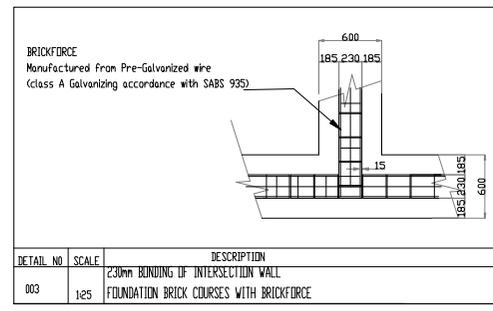
DANTZIG CRECHE SITE PLAN LAYOUT SHEET 1 OF 5

DATE	10/2022
SCALE	A1 AS SHOWN
SCALE REF.	
CONSULTANT DWG. NO.	DE65/SITEPLAN01
CLIENT DWG. NO.	BM06/22/23/DNT01



SCALE	DESCRIPTION	TOTAL BUILDING FLOOR AREA: 224.84 SQM
1:100	FOUNDATION LAYOUT	

SCALE	DESCRIPTION	TOTAL BUILDING FLOOR AREA: 224.84 SQM
1:100	FLOOR PLAN	



Notes:

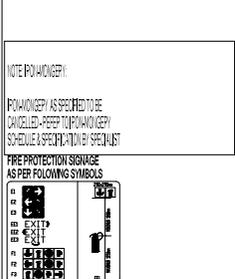
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- Dimensions are taken to centre lines or structural surfaces and do not include finishes except where otherwise stated
- Any discrepancies are to be brought to the attention of the Consultant
- Foundation trenches & under surface beds to be treated with anti-pollution
- Brickforce in brickwork every 3rd course, unless otherwise detailed
- Brickforce in window chills & at surface bed level in all cases
- All services running below floors and foundations must be covered by 300mm x 300mm concrete casing
- All foundations shall not be less than 600mm below natural ground level unless otherwise designed and approved by professional structural engineer.

DEEMED TO SATISFY REQUIREMENTS

- SITE OPERATIONS (SANS 10400-PART F)
- APPROVED TEMPORARY SANITARY FACILITY SHALL BE ERRECTED BEFORE ANY CONSTRUCTION WORK COMMENCES
- SOIL PROVISIONING SHALL BE APPLIED TO PROTECT FROM SUBSTANTIAL TERROR ACTIVITY
- BEFORE ANY FOUNDATION IS LAID THE AREA TO BE COVERED BY ANY BUILDING SHALL BE PROPERLY CLEARED OFF
- RUBBLE MATERIAL SHALL BE STORED ON SITE IN ACCORDANCE WITH SECTION F8 AND F9 OF THE FUNCTIONAL REGULATION
- A TEMPORARY BUILDER'S SHED MUST BE ERRECTED IN ANY SITE WHERE BUILDING CONSTRUCTION MUST TAKE PLACE AND SUCH SHED SHALL BE REMOVED IMMEDIATELY ON COMPLETION OF SUCH WORK. REFER TO SECTION F10 OF SANS 10400-F
- EXCAVATIONS (SANS 10400-G)
- THE OWNER MUST ENSURE THAT THE SAFETY AND STABILITY IS MAINTAINED AND KEPT IN SAFE CONDITION
- FOUNDATION (SANS 10400-H)
- ANY CONTIGUOUS STRIP FOUNDATION SHALL NOT BE LESS THAN 600x250mm 25MPa CONCRETE HAVING A COMPRESSIVE STRENGTH OF NOT LESS THAN 25MPa AND IN PROPORTIONS BY VOLUME OF 1 PART OF CEMENT, 1 PART OF SAND AND 2 PARTS OF STONES.
- WHERE THE CONCRETE FLOOR SLAB IS THICKENED TO FORM PART OF THE FOUNDATION.

DRAINAGE NOTES

- ALL DRAINAGE TO BE DONE BY A REGISTERED PLUMBER AND IN ACCORDANCE WITH THE BUILDING REGULATIONS AND LOCAL AUTHORITIES
- ALL WASTE WATER PIPES TO BE 50mm C PVC
- ALL SOIL WATER PIPES TO BE 110mm C PVC
- ALL MAIN SEWER PIPES TO BE 110mm C PVC
- ALL CORNERS, BENDS & CONNECTIONS MUST BE PROVIDED WITH INSPECTION EYES
- CLEANING EYES MUST BE PROVIDED AT THE START OF EACH PIPE AND AT EACH 25m MAXIMUM INTERVALS AND ALL FALL PIPES
- TWO WAY VENTILATION VALVES ON THE OUTSIDE ON ALL SOIL WATER PIPES
- ANTI-VAC TRAPS ON ALL WASTE WATER FURNITURE FURTHER AWAY THAN 3m FROM GULLY
- ALL CLEANING EYES CLOSED WITH 265x265mm CAST-IRON COVER COMPLETE WITH FRAME AND CONCRETE HOUSING BY APPROVED MANUFACTURER AND IT MUST BE MARKED
- PVC GRID WITH STANDARD CONC. HOUSING AND PVC GRID AS SUPPLIED BY MARLEY
- SUPPLY ALL FURNITURE WITH TRAP FOR 50mm AND 100mm PVC PIPES TO SATISFY STANDARDS (LOCAL AUTHORITIES)
- ALL ACCESS EYES AND INSPECTION EYES MUST BE ACCESSIBLE
- "ANTI-VACUUM TRAPS" ON ALL WCS.



DATE	DESCRIPTION	BY
	PRELIMINARY APPROVAL	

AREA SCHEDULE	
BUILDING	AREA
NEW FLOOR	224.84 M ²
TOTAL BUILDING	224.84 M ²

DESIGNED BY:	M.P.
DRAWN BY:	T.J.
CHECKED BY:	M.P.

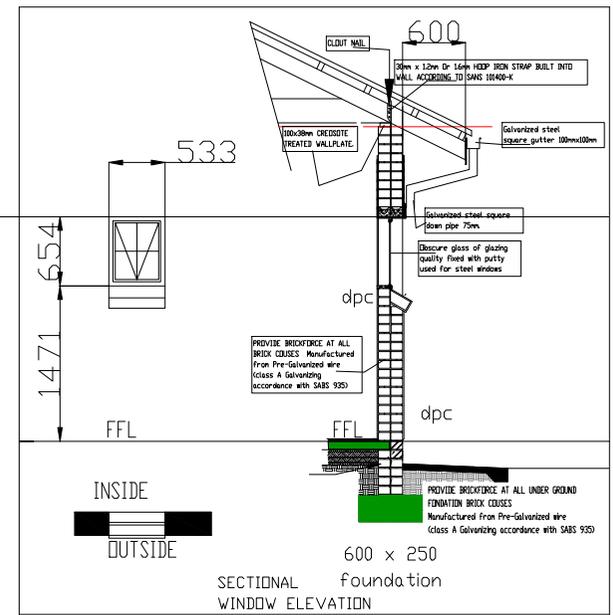
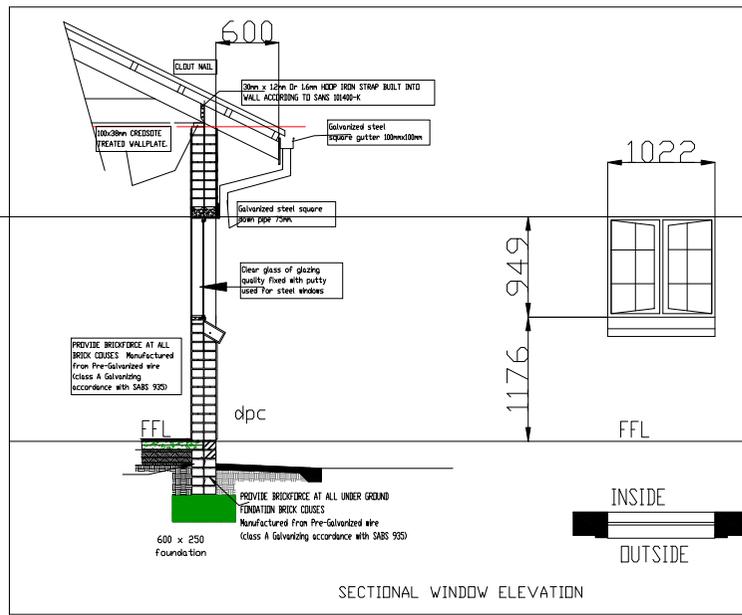
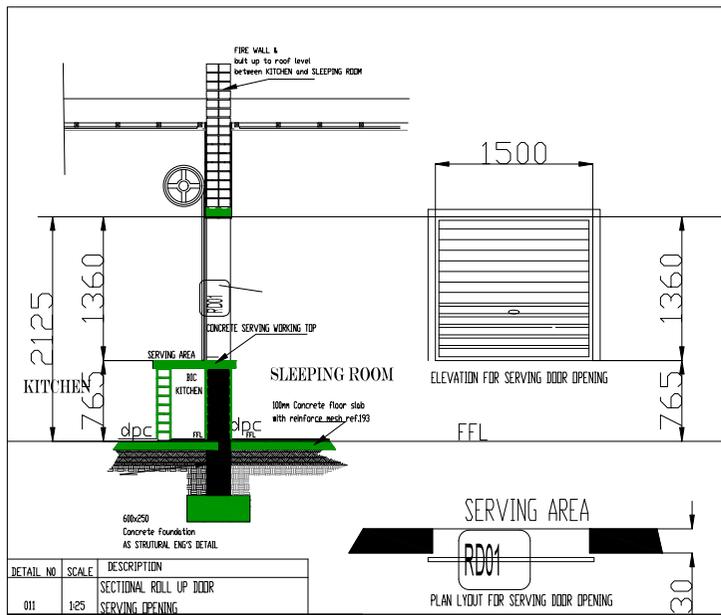
BLOURBERG LOCAL MUNICIPALITY
P.O. BOX 11963, SENNABARAWANA 4780
TEL: 015 336 7100 FAX: 015 310 1726

DOLMEN ENGINEERS
SPECIALISTS IN LOCAL GOVERNMENT

P.O. Box 468,
Bender Park
0713
Tel: 015 291 4885
dolmeneng@gmail.com

PROJECT NUMBER	CONSTRUCTION OF DANTJG CRECHE
DATE/TITLE	FOUNDATION LAYOUT, FLOOR PLAN AND DETAILS

PROJECT NO	BA062223	SHEET NUMBER	002
DATE/SCALE	BA062223/2012/02	REV NO	00



DOOR SCHEDULE	Scale: 1:50	
	INSIDE	OUTSIDE
Door no:	DD01	
Quantity:	01	
Position:	PASSAGE	
Frame:	STANDARD 16mm THICK DOUBLE REBATE MILD STEEL WISPEED DOOR FRAME FOR 2300mm WALL FRAME COMPLETE WITH 3 PAIR STANDARD BUTT HINGES	
Finishing:	1x COAT FACTORY PRIMER (SABS 909) BY MANUFACTURER AS PER (ITEM 18.3 PW37). PREPARE AND APPLY 1x COAT ZINC CHROMATE PRIMER (SABS 679) AND 1x COAT APPROVED UNIVERSAL UNDERCOAT (SABS 681 TYPE 2) AND 2x COATS APPROVED (SABS 630) HIGH GLOSS ENAMEL PAINT AS PER PW371 SECTION 18.3(2) SANDPAPER LIGHTLY BETWEEN COAT. COLOUR BY DWNER	
Door:	813 x 2032 Meranti Framed ledged, braced and batten and door with closed back	
Finishing:	1 x coat wood primer, 1x coat universal under coat and 2 x coats high gloss enamel	

ELEVATION WINDOW SCHEDULE	Scale: 1:50	
	INSIDE	OUTSIDE
Window Cod No:	C2F	
Quantity:	04	
Position:	KITCHEN, SICK ROOM, BATH ROOM, STORE ROOM	
Frame:	1022x949mm standard domestic type - steel window frame with projecting hinges according to catalogue no C2F	
Finishing:	1x Zinc chromate undercoat 2x high gloss enamel coat colour to DWNER choice spec.	
Glass:	Clear glass of glazing quality fixed with putty used for steel windows	

DATE	DESCRIPTION	BY

AREA SCHEDULE	
BUILDING	224.84 M ²
NEW FLOOR	224.84 M ²
TOTAL BUILDING	224.84 M ²

DESIGNED BY:	M.P.
DRAWN BY:	T.J.
CHECKED BY:	M.P.

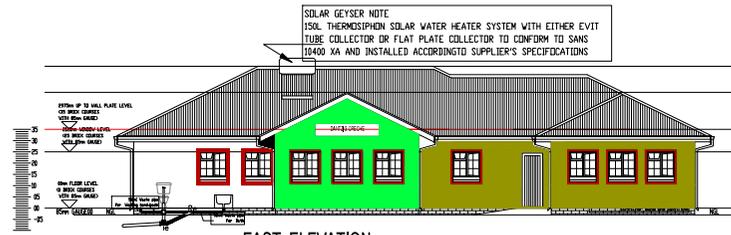


BLOURBERG LOCAL MUNICIPALITY
P.O. BOX 1163, SENNABARWANIA 0780
TEL: 015 506 7100, FAX: 015 510 1726

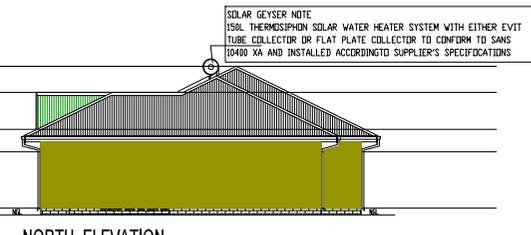


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Tel: 015 291 4885
dolmeneng@gmail.com

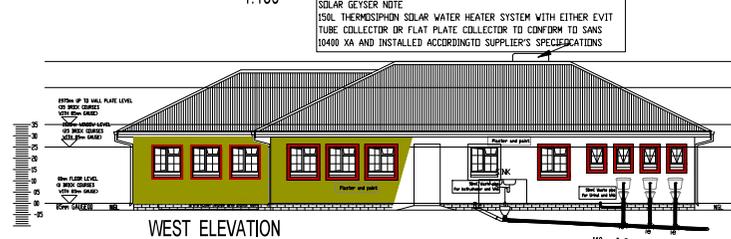
PROJECT NUMBER	CONSTRUCTION OF DANTJG CRECHE	PROJECT NO	BA06/22/23	SHEET NUMBER	005
DRAWN TITLE	WINDOW AND DOOR SCHEDULES	DRAWING NO	BA06/22/23/DNTJG	REV NO	00



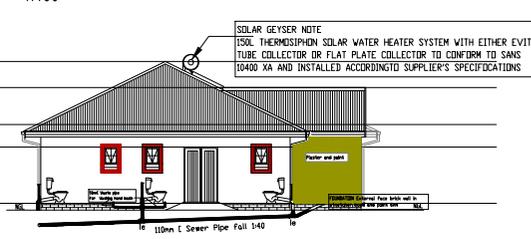
EAST ELEVATION
1:100



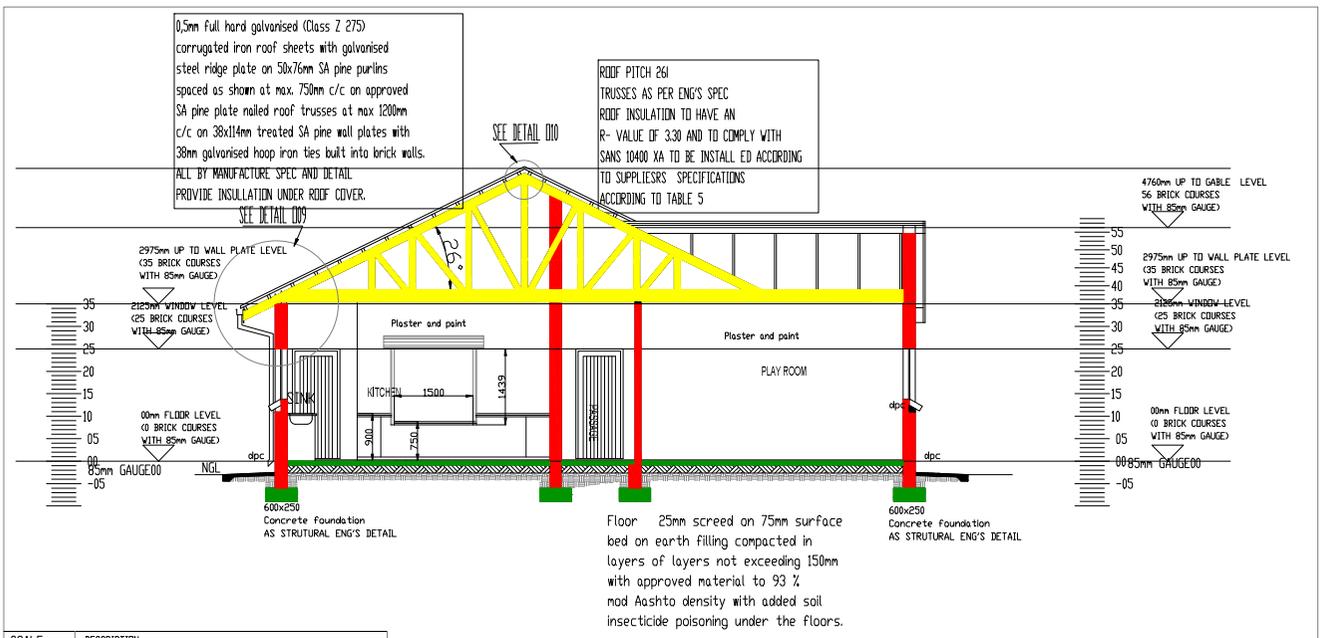
NORTH ELEVATION
1:100



WEST ELEVATION
1:100

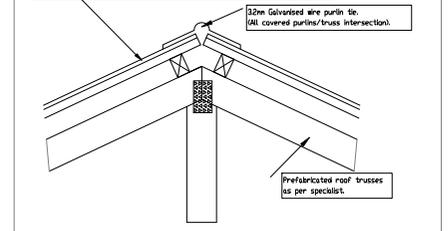


SOUTH ELEVATION
1:100

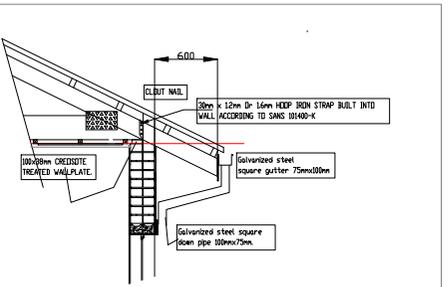


SCALE 1:50 DESCRIPTION SECTION A-A

0.5mm Full hard galvanized (Class Z 275) corrugated iron roof sheets with galvanized steel ridge plate on 50x76mm SA pine purlins spaced as shown at max 750mm c/c on approved SA pine plate nailed roof trusses at max 1200mm c/c on 38x114mm treated SA pine wall plates with 38mm galvanized hoop iron ties built into brick walls.



DETAIL 010 SCALE 1:25 DESCRIPTION RIDGE DETAIL



DETAIL 009 SCALE 1:25 DESCRIPTION 600MM OVERHANG

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 - * Dimensions are taken to centre lines of structural surfaces and do not include finishes except where otherwise stated
 - * Any discrepancies are to be brought to the attention of the Consultant
 - * Foundation trenches & under surface beds to be treated with anti-soil
 - * Brickwork in brickwork every 3rd course, unless otherwise detailed
 - * DPC's under window sills & at surface bed level in all cases
 - All services running below floors and foundations must be covered by 200mm x 200mm concrete casing
 - All foundations shall not be less than 600mm below natural ground level unless otherwise designed and approved by professional structural engineer.

DEEMED TO SATISFY REQUIREMENTS

- SITE OPERATIONS (SANS 10400-PART F)
- APPROVED TEMPORARY SANITARY FACILITY SHALL BE ERRECTED BEFORE ANY CONSTRUCTION WORK COMMENCES
- SOIL PROVISION SHALL BE APPLIED TO PROTECT FROM SUBTERRANEAN TERRESTRIAL ACTIVITY
- BEFORE ANY FOUNDATION IS LAID THE AREA TO BE COVERED BY ANY BUILDING SHALL BE PROPERLY CLEARED OFF
- RUBBLE MATERIAL SHALL BE STORED ON SITE IN ACCORDANCE WITH SECTION F8 AND F9 OF THE FUNCTIONAL REGULATION
- A TEMPORARY BUILDER'S SHED MUST BE ERRECTED IN ANY SITE WHERE BUILDING CONSTRUCTION MUST TAKE PLACE AND SUCH SHED SHALL BE REMOVED IMMEDIATELY ON COMPLETION OF SUCH WORK REFER TO SECTION F10 OF SANS 10400-F
- ESCAVATIONS (SANS 10400-G)
- THE OWNER MUST ENSURE THAT THE SAFETY AND STABILITY IS MAINTAINED AND KEPT IN SAFE CONDITION
- FOUNDATION (SANS 10400-H)
- ANY CONTIGUOUS STRIP FOUNDATION SHALL NOT BE LESS THAN 600x250mm. SUCH FOUNDATION SHALL BE CONSTRUCTED IN CONCRETE HAVING A COMPRESSIVE STRENGTH OF NOT LESS THAN 25MPa. MIXED IN PROPORTIONS BY VOLUME OF 1 PART OF CEMENT, 2 PARTS OF SAND AND 3 PARTS OF STONES
- WHERE THE CONCRETE FLOOR SLAB IS THICKENED TO FORM PART OF THE FOUNDATION.

DRAINAGE NOTES

- ALL DRAINAGE TO BE DONE BY A REGISTERED PLUMBER AND IN ACCORDANCE WITH THE BUILDING REGULATIONS AND LOCAL AUTHORITIES
- ALL WASTE WATER PIPES TO BE 50mm C PVC
- ALL SOIL WATER PIPES TO BE 110mm C PVC
- ALL MAIN SEWER PIPES TO BE 110mm C PVC
- ALL CORNERS, BENDS & CONNECTIONS MUST BE PROVIDED WITH INSPECTION EYES
- CLEANING EYES MUST BE PROVIDED AT THE START OF EACH PIPE AND AT EACH 25m MAXIMUM INTERVALS AND ALL FALL PIPES
- TWO WAY VENTILATION ON THE OUTSIDE IN ALL SOIL WATER PIPES
- ANTI-VAC TRAPS ON ALL WASTE WATER FURNITURE FURTHER AWAY THAN 3m FROM GULLY
- ALL CLEANING EYES CLOSED WITH 265x265mm CAST-IRON COVER COMPLETE WITH FRAME AND CONCRETE HOUSING BY APPROVED MANUFACTURER AND IT MUST BE MARKED
- PVC GULLY WITH STANDARD CONC. HOUSING AND PVC GRID AS SUPPLIED BY MARLEY
- SUPPLY ALL FURNITURE WITH TRAP FOR 50mm AND 100mm PVC PIPES TO SATISFY STANDARDS OF LOCAL AUTHORITIES
- ALL ACCESS EYES AND INSPECTION EYES MUST BE ACCESSABLE
- * ANTI-VACUUM TRAPS ON ALL WCS.

NOTE: POWHANGING

POWHANGING AS SPECIFIED TO BE CANCELLED - KEEP POWHANGING SCHEDULE SPECIFICATION BY SPECIALIST

FIRE PROTECTION SIGNAGE AS PER FOLLOWING SYMBOLS

DATE	REVISION	BY	FOR

AREA SCHEDULE	
BUILDING	224.84 M ²
NEW FLOOR	224.84 M ²
TOTAL BUILDING	224.84 M ²

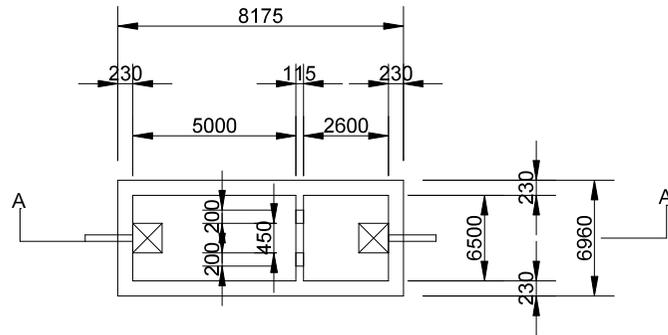
DESIGNED BY:	M.P.
DRAWN BY:	T.J.T.
CHECKED BY:	M.P.

BLOURBERG LOCAL MUNICIPALITY
P.O. BOX 11693, SENNARIVANIA 1780
TEL: 015 536 7100 FAX: 015 510 1726

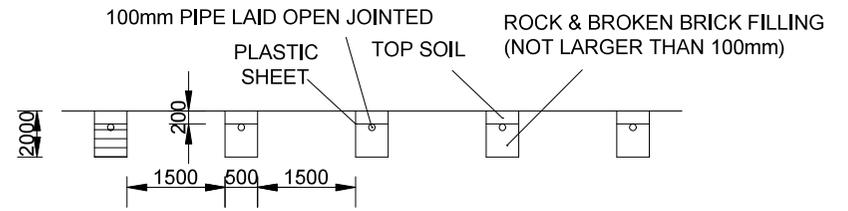
P.O. Box 483, Bendor Park 0713
Tel: 015 291 4885
dolmeneng@gmail.com

PROJECT NUMBER	CONSTRUCTION OF DANTZIG CRECHE
DATE/TITLE	ELEVATION AND SECTION

PROJECT NO	DATE	DRAWING NO	SCALE
BM062223	2023	003	00

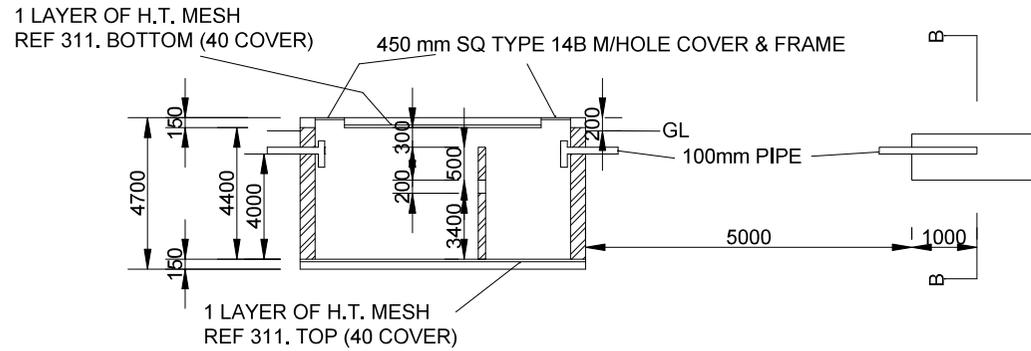


**PLAN ON SEPTIC TANK
NTS**



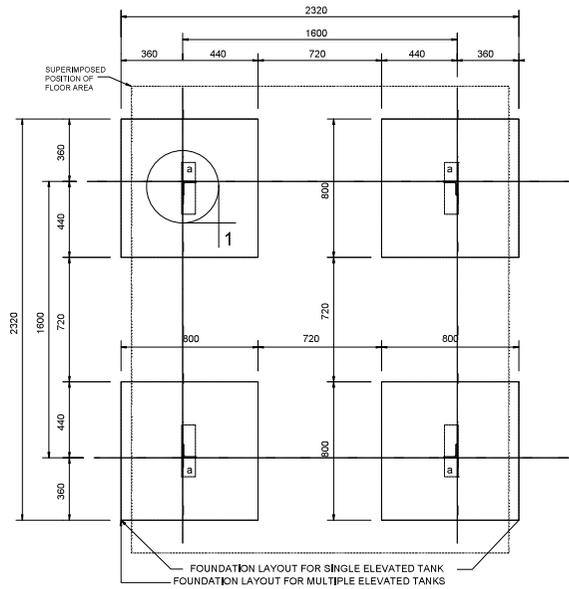
**SECTION B - B (SOAK AWAY)
NTS**

NOTE :
SOAK AWAY TRENCH - 5 x 20m TRENCHES

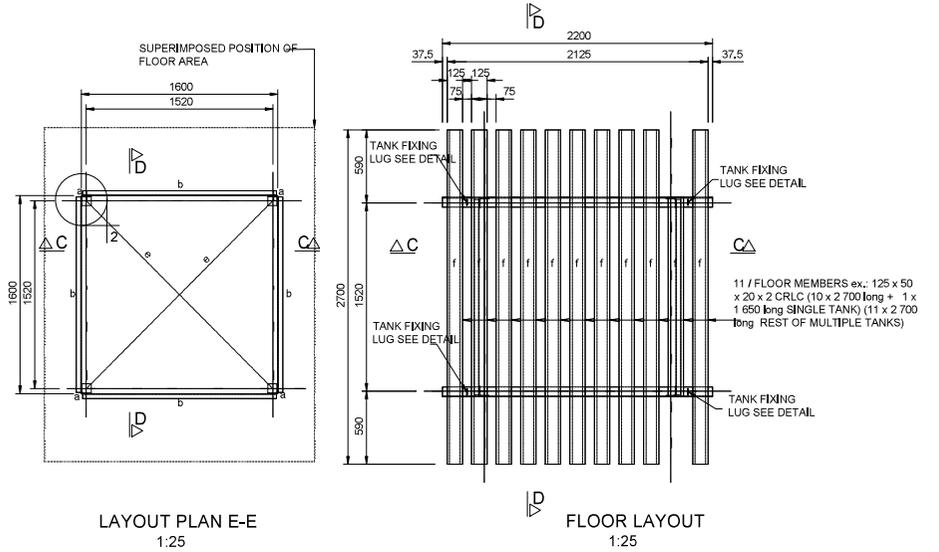


**SECTION A - A
NTS**

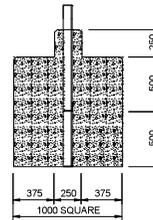
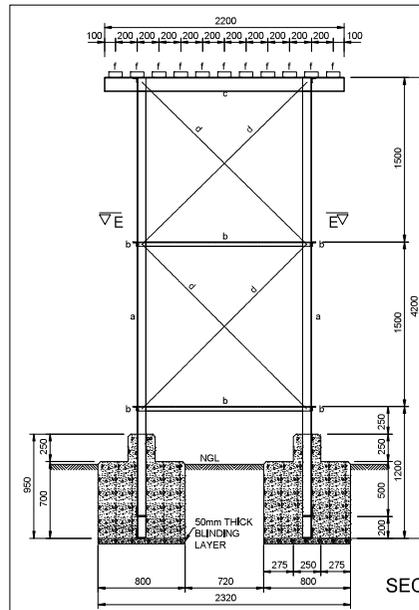
DESIGNED BY:	MP	TENDER PLAN Full Signatures	APPROVED	NO.	REVISION DETAILS	REV NO.	DATE	REVISED BY	APPROVED BY	PROJECT STATUS	 BLOUBERG LOCAL MUNICIPALITY P.O. BOX 1593 SENWABARWANA 0790 Tel: 015 505 7100 Fax: 015 505 0296	 DOLMEN CONSULTING ENGINEERS P.O. BOX 468 BENDOR PARK 0713 Tel: 015 295 4885 Fax: 015 295 8384	CONTRACT NUMBER: BM06/22/23	SHEET 1 OF 7
DRAWN BY:	TM	Client	Client	00	ISSUED FOR TENDER PURPOSES	00	18/2022			<input type="radio"/> Information Drawing <input checked="" type="radio"/> Tender Drawing <input type="radio"/> Construction Drawing <input type="radio"/> AS Built Drawing			PROJECT NAME: CONSTRUCTION OF DANITZIG GRECHE	SCALE: AS SHOWN
CHECKED BY:	MP	Consulting Engineer	Consulting Engineer										DRAWING NO: BM06/22/23/TD/01	
ISSUED BY:	MP	Consultant Drawing No. DEIS/TD/01	Consulting Engineer										SEPTIC TANK AND SOAK AWAY	REVISION 00



FOUNDATION LAYOUT
1:50

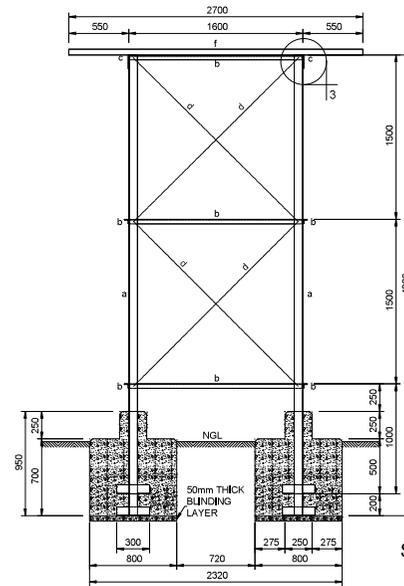


TYPE DRAWING
ELEVATED TANK STAND : PLAN & FLOOR LAYOUT

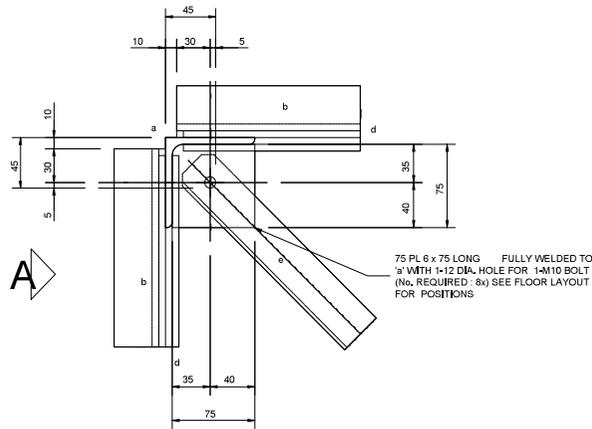


FOOTING DETAIL FOR SANDY CONDITIONS
1:25

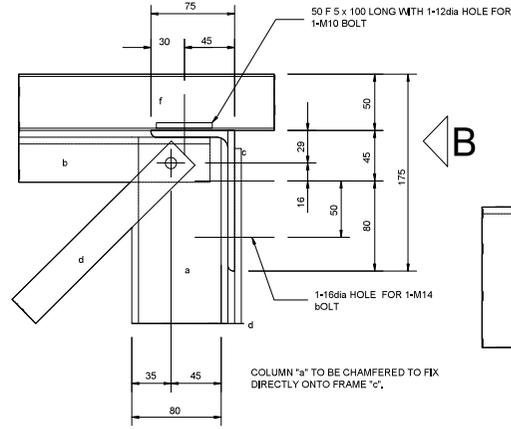
NOTE:
TANK STAND COLUMNS TO REST ON TOP OF BLINDING LAYER BEFORE THE FOOTINGS IS CASTED.



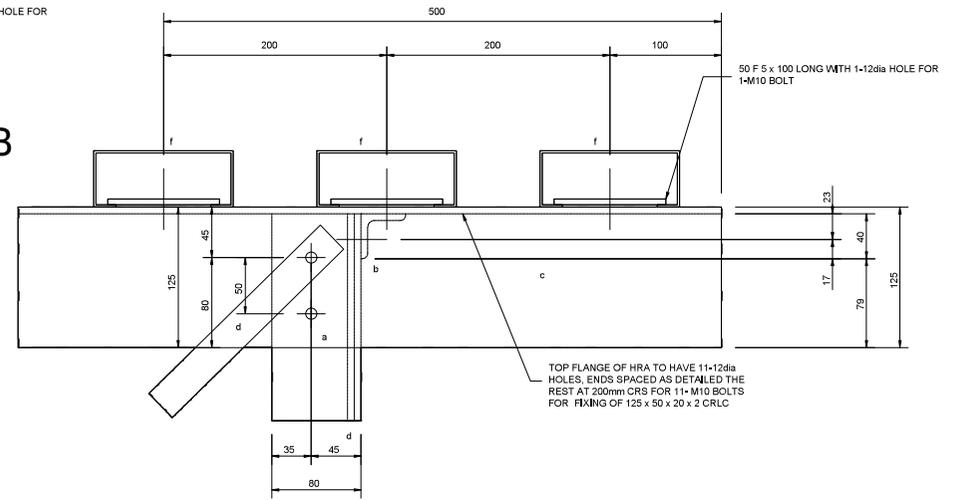
DESIGNED BY:	MP	TENDER PLAN Full Signatures	APPROVED	NO.	REVISION DETAILS	REV NO.	DATE	REVISED BY	APPRVD BY	PROJECT STATUS	 BLOUBERG LOCAL MUNICIPALITY P.O. BOX 1593 SENWABARWANA 0790 Tel: 015 505 7100 Fax: 015 505 0296	 DOLMEN ENGINEERS A VISION TO CLEAR SOLUTIONS DOLMEN CONSULTING ENGINEERS P.O. BOX 468 BENDOR PARK 0713 Tel: 015 295 4885 Fax: 015 295 8384	CONTRACT NUMBER: BM06/22/23	SHEET 2 OF 7
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CHECKED BY:	MP	Consulting Engineer	Consulting Engineer							Construction Drawing			ELEVATED TANK DETAILS	REVISION 00
ISSUED BY:	MP	Consultant Drawing No. DE/RS/1D/02	Consulting Engineer							AS Built Drawing				



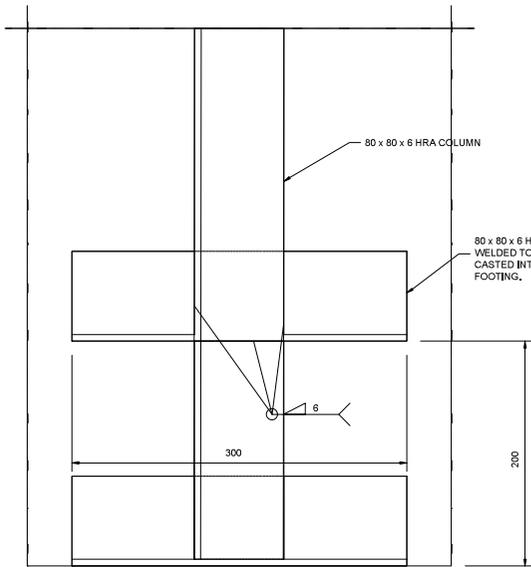
DETAIL 2
1:2500



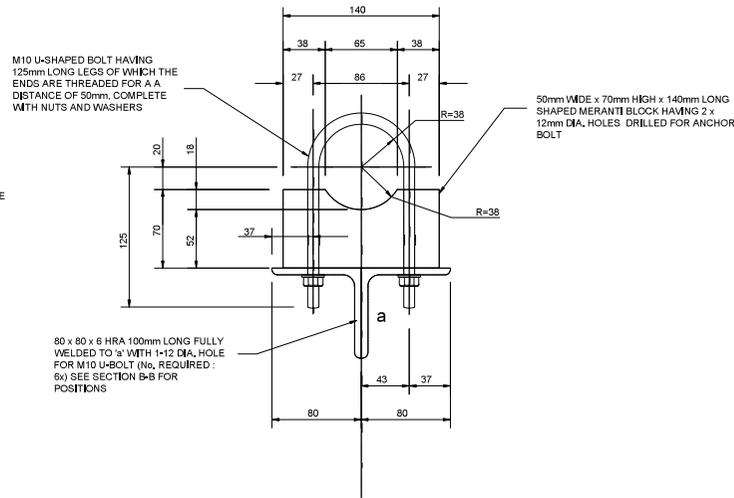
DETAIL 3
1:2500



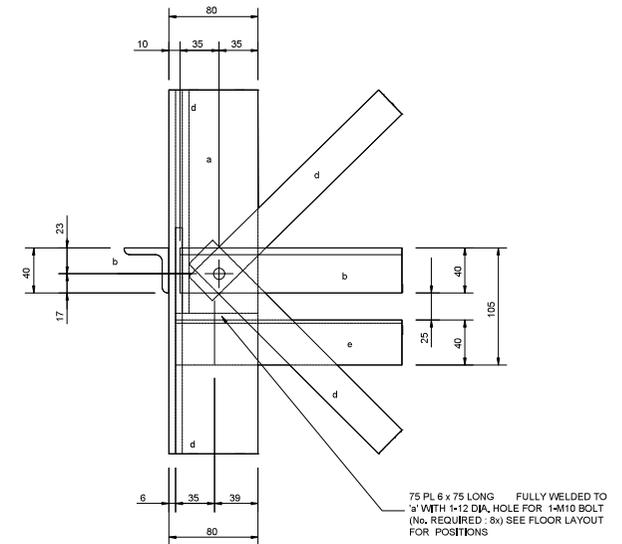
VIEW B
1:2500



BASE PLATE DETAIL 1
1:2500 (4 OFF REQUIRED)



PIPE CLAMP DETAIL
1:2500 (6 OFF REQUIRED)



VIEW A
1:2500

50mm ON ORIGINAL SCALE

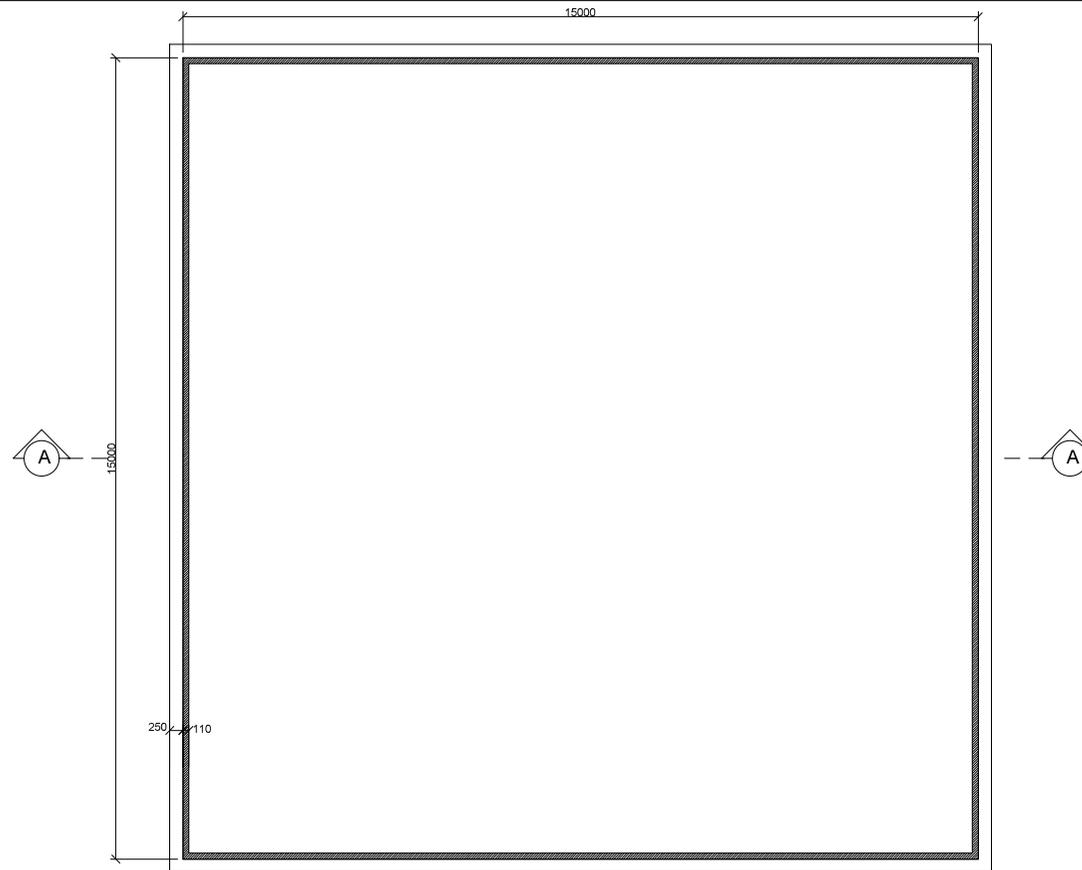
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DRAWN BY:	TM	Client	Client	00	ISSUED FOR TENDER PURPOSES	00	19/2022			Information Drawing
CHECKED BY:	MP	Consulting Engineer	Consulting Engineer							Tender Drawing
ISSUED BY:	MP	Consultant Drawing No. DE65/21/03	Consulting Engineer							Construction Drawing
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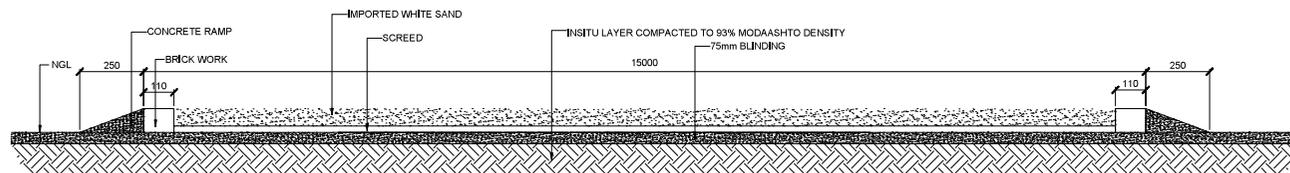
BLOUBERG LOCAL MUNICIPALITY
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DOLMEN CONSULTING ENGINEERS
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Tel: 015 295 4885
Fax: 015 295 8384

CONTRACT NUMBER: BM06/22/23	SHEET 3 OF 7
PROJECT NAME: CONSTRUCTION OF DANITZIG CRECHE	SCALE: AS SHOWN
ELEVATED STEEL STAND DETAILS	DRAWING NO: BM06/22/23/TD/03
	REVISION 00

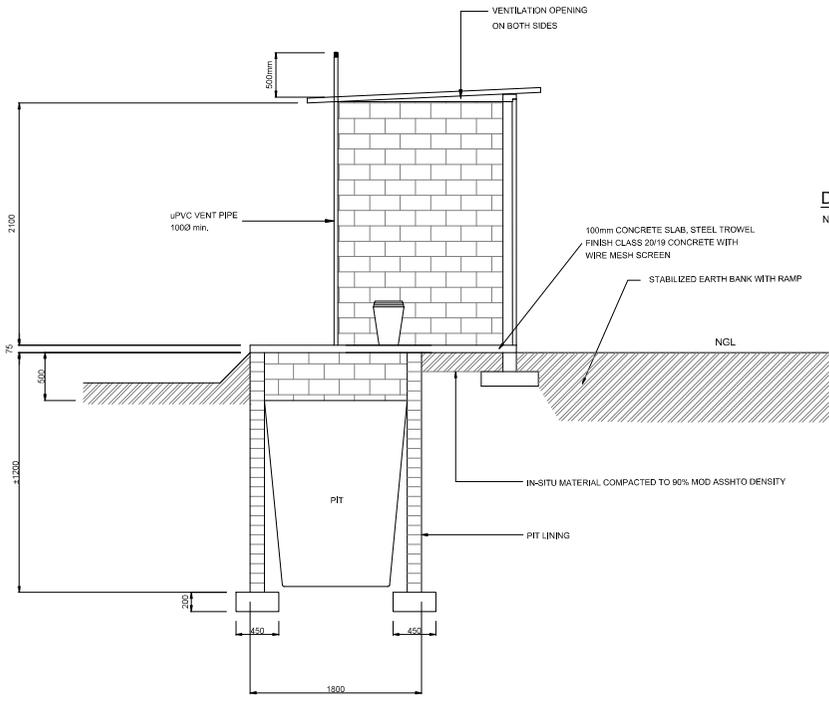
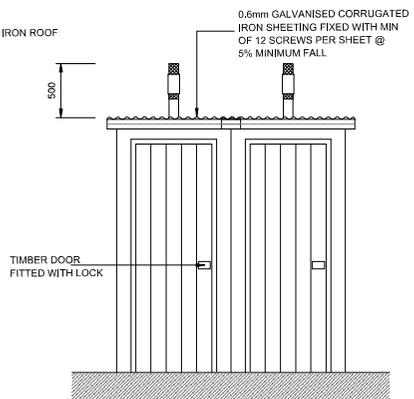
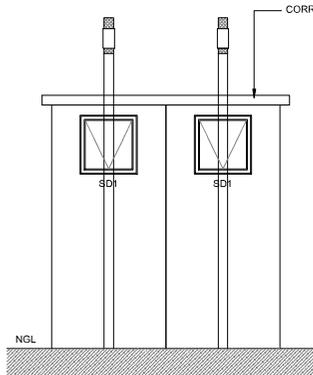
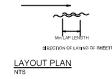
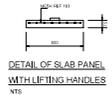
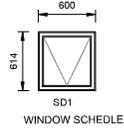
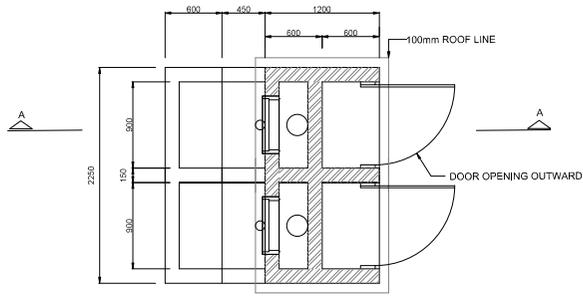


PLAN VIEW OF PLATFORM
N.T.S



SECTION A-A
N.T.S

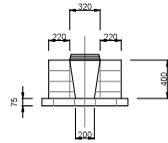
DESIGNED BY:	MP	TENDER PLAN Full Signatures	APPROVED	NO.	REVISION DETAILS	REV NO.	DATE	REVISED BY	APPROVED BY	PROJECT STATUS	 BLOUBERG LOCAL MUNICIPALITY P.O. BOX 1593 SENWABARWANA 0790 Tel: 015 505 7100 Fax: 015 505 0296	 DOLMEN CONSULTING ENGINEERS P.O. BOX 468 BENDOR PARK 0713 Tel: 015 295 4885 Fax: 015 295 8384	CONTRACT NUMBER: BM06/22/23	SHEET 4 OF 7
DRAWN BY:	TM	Client	Client	00	ISSUED FOR TENDER PURPOSES	00	19/2022			Information Drawing			SCALE: AS SHOWN	
CHECKED BY:	MP	Consulting Engineer	Consulting Engineer							Tender Drawing			DRAWING NO:	
ISSUED BY:	MP	Consultant Drawing No. DEIS/TD/04	Consulting Engineer							Construction Drawing			BM06/22/23/TD/04	
										AS Built Drawing	REVISION 00			



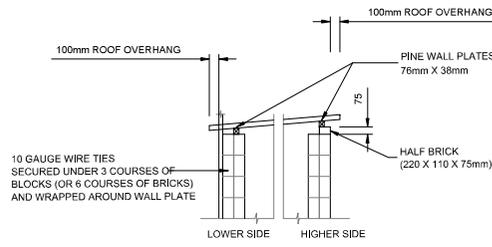
DETAIL OF TYPICAL FLYSCREEN FIXING NTS

REAR ELEVATION NTS

FRONT ELEVATION NTS



DETAIL SECTION OF SEAT NTS



DETAIL OF ROOF FIXING NTS

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DRAWN BY:	TM	Client	Client	00	ISSUED FOR TENDER PURPOSES	00	19/2022			Information Drawing
CHECKED BY:	MP	Consulting Engineer	Consulting Engineer							Tender Drawing
ISSUED BY:	MP	Consultant Drawing No. DE65/TD/05	Consulting Engineer							Construction Drawing
										AS Built Drawing

BLOUBERG LOCAL MUNICIPALITY

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Fax: 015 505 0296

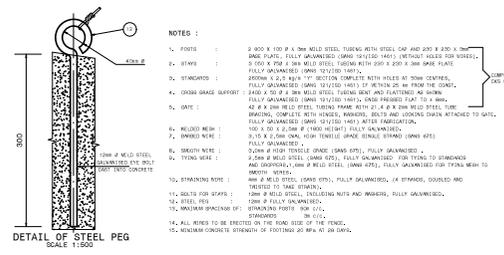
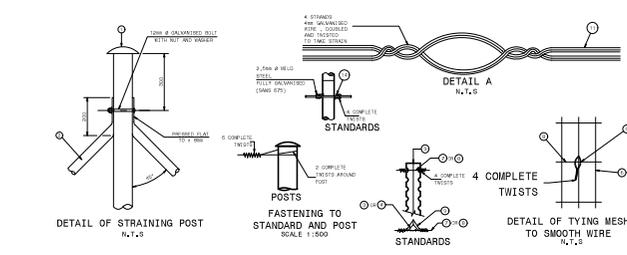
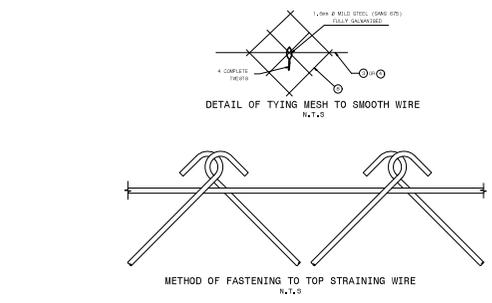
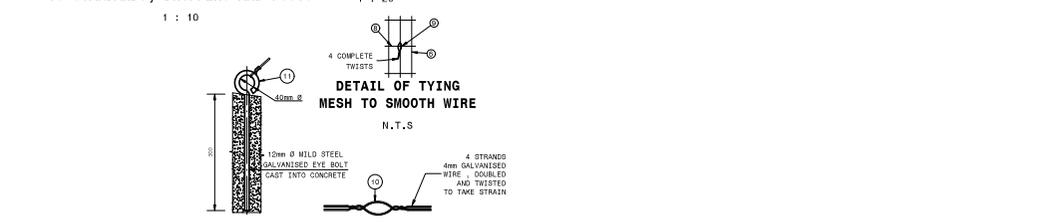
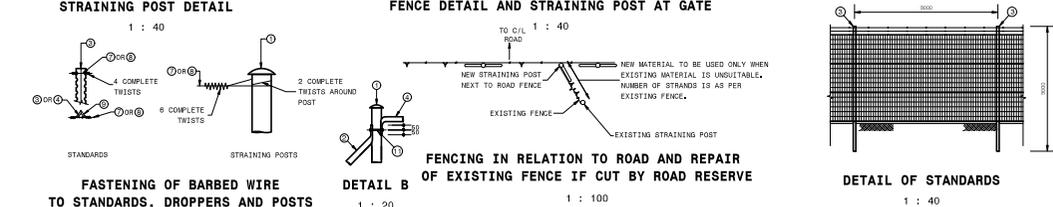
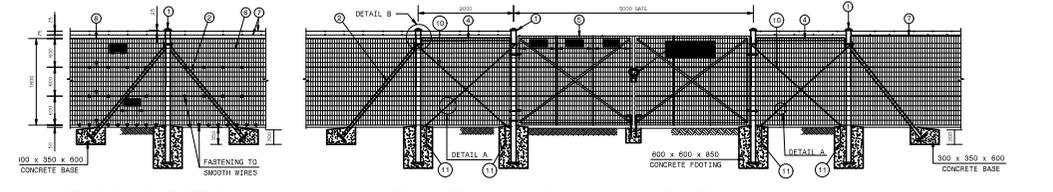
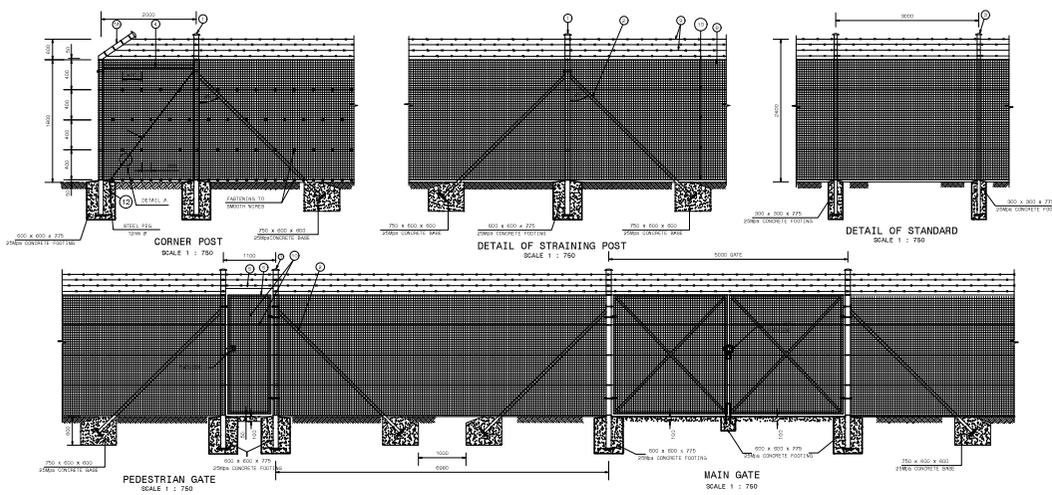
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A VISION TO CLEAR SOLUTIONS

DOLMEN CONSULTING ENGINEERS

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BENDOR PARK
0713

Tel: 015 295 4885
Fax: 015 295 8384

CONTRACT NUMBER: BM06/22/23	SHEET 5 OF 7
PROJECT NAME: CONSTRUCTION OF DANITZIG CRECHE	SCALE: AS SHOWN
MP TOILET PLAN, SECTION AND DETAILS	DRAWING NO: BM06/22/23/TD/05
	REVISION 00



- NOTES :**
- POSTS : 800 x 100 x 8 mm MILD STEEL TUBING WITH STEEL CAP AND 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - STAYS : 100 x 8 mm MILD STEEL TUBING WITH 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - STANDARDS : 800 x 100 x 8 mm MILD STEEL TUBING WITH 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - CROSS BRACE SUPPORT : 800 x 100 x 8 mm MILD STEEL TUBING WITH STEEL CAP AND 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - GATE : 100 x 8 mm MILD STEEL TUBING WITH STEEL CAP AND 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - WINDING MESH : 100 x 8 mm MILD STEEL TUBING WITH STEEL CAP AND 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - SMOOTH WIRE : 100 x 8 mm MILD STEEL TUBING WITH STEEL CAP AND 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - STRAINING WIRE : 100 x 8 mm MILD STEEL TUBING WITH STEEL CAP AND 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - SOLTS FOR STAYS : 100 x 8 mm MILD STEEL TUBING WITH STEEL CAP AND 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - STEEL PEG : 100 x 8 mm MILD STEEL TUBING WITH STEEL CAP AND 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - WINDING MESH : 100 x 8 mm MILD STEEL TUBING WITH STEEL CAP AND 800 x 800 x 8 mm BASE PLATE FULLY GALVANIZED (DMS 12/100) AFTER PAINTING.
 - ALL WIRING TO BE PROTECTED ON THE ROAD SIDE OF THE FENCE.
 - MINIMUM CONCRETE STRENGTH OF FOOTING IS 30 MPa AT 28 DAYS.

DESIGNED BY: MP	TENDER PLAN Full Signatures	APPROVED	NO.	REVISION DETAILS	REV NO.	DATE	REVISED BY	APPROVED BY	PROJECT STATUS	<p>BLOUBERG LOCAL MUNICIPALITY P.O. BOX 1593 SENWABARWANA 0790 Tel: 015 505 7100 Fax: 015 505 0296</p>	<p>DOLMEN ENGINEERS A VISION TO CLEAR SOLUTIONS DOLMEN CONSULTING ENGINEERS P.O. BOX 468 BENDOR PARK 0713 Tel: 015 295 4885 Fax: 015 295 8384</p>	CONTRACT NUMBER: BM06/22/23	SHEET 6 OF 7
DRAWN BY: TM	Client	Client	00	ISSUED FOR TENDER PURPOSES	00	19/2022			Information Drawing			PROJECT NAME: CONSTRUCTION OF DAN7IGZ CRECHE	SCALE: AS SHOWN
CHECKED BY: MP	Consulting Engineer	Consulting Engineer							Tender Drawing			DRAWING NO: BM06/22/23/06	
ISSUED BY: MP	Consultant Drawing No. DEIS/10/06	Consulting Engineer							AS Built Drawing			WIREMESH STEEL FENCE DETAILS	REVISION 00

2.00m

2.5m



BLOUBERG LOCAL MUNICIPALITY

CONSULTANT: DOLMEN ENGINEERS CC
TEL: 015 295 4885 FAX: 015 295 8384

CONTRACTOR: REGISTERED NAME
TEL : 0000000000 FAX: 00000000000

CONSTRUCTION OF DANTZIG CRECHE

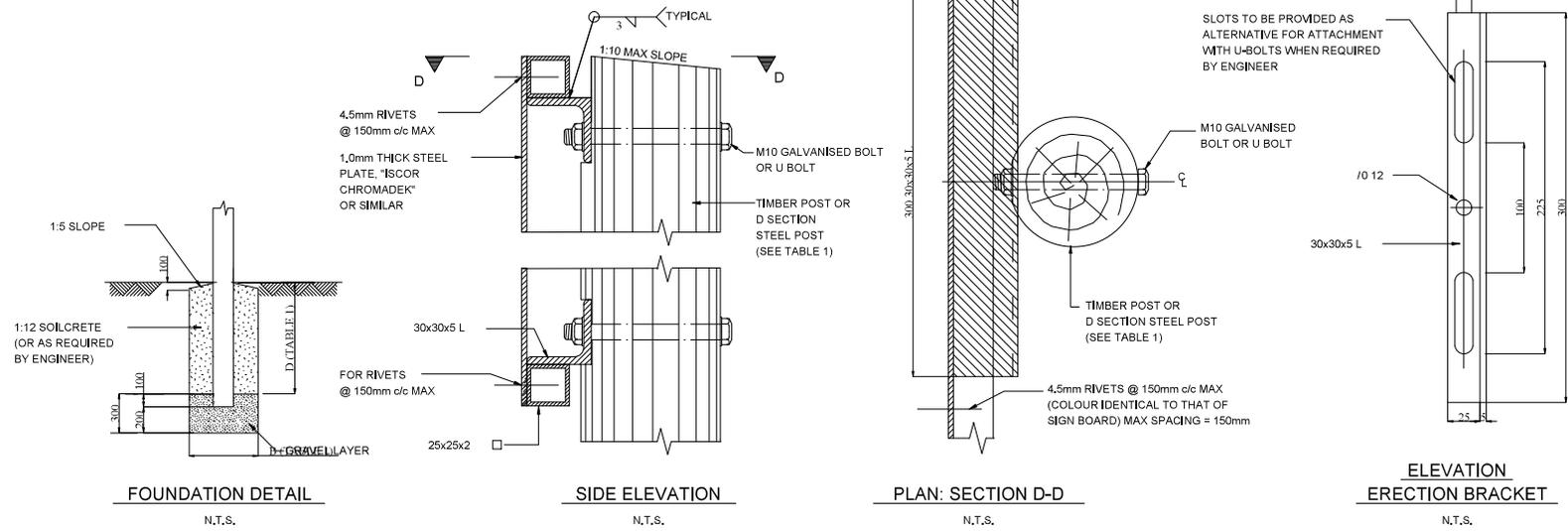
- NOTES:**
- ALL EMBLEMS TO BE DISPLAYED IN FULL COLOUR ON A SEMI-MATT WHITE BACKGROUND.
 - DESCRIPTION: MATT-BLACK, SERIES DIN B LETTERS AND NUMBERS ON A SEMI-MATT SMOKE-GREY BACKGROUND.
 - BORDER : GREEN NON-REFLECTORIZED.
 - ONE SIGN BOARD IN ENGLISH SHALL BE ERECTED AS DETERMINED BY THE ENGINEER.
 - DESCRIPTION OF WORK (NUMBER OF KILOMETRES AND TYPE OF WORK, eg DESCRIPTION STARTS CENTERED ON THE LEFT-HANDSIDE AND IN THE FIRST 105mm-DIMENSION BELOW
 - (a) SAFCEC EMBLEM ONLY, IF CONTRACTOR IS A MEMBER.

TABLE 1

ERECTION DETAILS

TYPE POST	UPRIGHT	STAY	D	B
TIMBER POST AND STAY	100mm	80mm	600mm	850mm
TIMBER POST	180mm	-	1000mm	1450mm
D SECTION STEEL POST	100mm x 4mm	-	1000mm	1450mm

FRONT ELEVATION
SIGN BOARD DETAIL



FIXING DETAIL

DESIGNED BY: MP	TENDER PLAN Full Signatures	APPROVED	NO.	REVISION DETAILS	REV NO.	DATE	REVISED BY	APPROVED BY	PROJECT STATUS	 <p>BLOUBERG LOCAL MUNICIPALITY P.O. BOX 1593 SEWABARWANA 0790 Tel: 015 505 7100 Fax: 015 505 0296</p>	 <p>DOLMEN ENGINEERS A VISION TO CLEAR SOLUTIONS DOLMEN CONSULTING ENGINEERS P.O. BOX 468 BENDOR PARK 0713 Tel: 015 295 4885 Fax: 015 295 8384</p>	CONTRACT NUMBER: BM06/22/23	SHEET 7 OF 7
DRAWN BY: TM	Client	Client	00	ISSUED FOR TENDER PURPOSES	00	19/2022			Information Drawing			PROJECT NAME: CONSTRUCTION OF DANTZIG CRECHE	SCALE: AS SHOWN
CHECKED BY: MP	Consulting Engineer	Consulting Engineer							Tender Drawing			DRAWING NO: BM06/22/23/TD/07	
ISSUED BY: MP	Consultant Drawing No. DEISS/TD/07	Consulting Engineer							AS Built Drawing			PLAY GROUND PLAN AND SECTION	REVISION 00



C.160

BLOUBERG LOCAL MUNICIPALITY

CONTRACT NO.: BM06/22/23

FOR

CONSTRUCTION OF DANTZIG CRECHE

C5.3 EPWP MINISTRERIAL DETERMINATION



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

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Regulasiekoerant

Vol. 563

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Mei 2012

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Government Notice

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GOVERNMENT NOTICE**DEPARTMENT OF LABOUR**

No. R. 347

4 May 2012

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997**MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES**

I, Nelisiwe Mildred Oliphant, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Expanded Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said Ministerial Determination shall become binding.

All the provisions of the Ministerial Determination: Expanded Public Works Programmes published under Government Notice R949 in Government Gazette 33665 of 22 October 2010 will be superseded by this ministerial determination with effect from the date of implementation.



NM OLIPHANT, MP
Minister of Labour

10/04/2012

SCHEDULE**MINISTERIAL DETERMINATION NO: 3 : EXPANDED PUBLIC WORKS PROGRAMMES****Index**

-
1. Definitions
 2. Application of this determination
 3. Sections not applicable to public works programmes
 4. Conditions
-

1. Definitions

1.1 In this determination -

"expanded public works programme" means a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources .

1.2 Without limiting subsection (1), the following programmes constitute Expanded Public Works Programmes.:

- (a) Environment and Culture Sector Programmes including: Working for Water, Working on Fire, Working for wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for the Coast, Landcare, Working on Waste/ Working for Tourism, Investing in Culture Programmes
- (b) Infrastructure Sector Programmes and Projects declared part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.
- (c) Social Sector Programmes including Early Childhood Development, Home, Community Based Care, Community Safety and other community based programmes
- (d) All projects and programmes accessing the EPWP wage incentive including those implemented by Non Governmental organisations (NGO) and Community Based Organisations (CBO) and the Community Works Programme.
- (e) Any other programme deemed to be part of the EPWP as determined by the Department of Public Works

2. Application

This Determination applies to all employers and employees engaged in expanded public works programmes.

3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes -

- 3.1 Section 10(2) [Overtime rate]

- 3.2 Section 14(3) (Remuneration required for meal intervals of longer than 75 minutes]
- 3.3 Section 29(h) to (p) [Written particulars of employment]
- 3.4 Section 30 [Display of employee's rights]
- 3.5 Section 41 [Severance pay]
- 3.6 Section 37 [Notice of termination]
- 3.7 Sections 51 - 58 [Sectoral Determinations]

4. **Conditions**

As set out in the ANNEXURE:

ANNEXURE

CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES

1. Introduction

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

1.2 In this document -

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

2. Terms of Work

2.1 Workers on an EPWP are employed on a temporary basis or contract basis.

3. Normal Hours of Work

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

4. Meal Breaks

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

s. Special Conditions for Security Guards

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

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Sick Leave

8.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

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

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

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

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

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

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

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

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

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

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

9. Maternity Leave

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

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

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

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

9.5 A worker may begin maternity leave -

(a) four weeks before the expected date of birth; or

(b) on an earlier date -

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

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

10. Family responsibility leave

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

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

11. Statement of Conditions

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

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

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

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

12. Keeping Records

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

- (a) the worker's name and position;

- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker, the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker.

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

13. Payment

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

13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1st of November in line with inflation (available CPI as provided by StatsSA six {6} weeks before implementation).

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

13A An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

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

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

13.7 Payment in cash or by cheque must take place -

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

13.8 An employer must give a worker the following information in writing -

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

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

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

14. Deductions

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

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

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

14.4 An employer may not require or allow a worker to -

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

15. Health and Safety

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

15.2 A worker must -

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

16. **Compensation for Injuries and Diseases**

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

17. **Termination**

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

- 17A A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Certificate of Service

- 18.1 On termination of employment, a worker is entitled to a certificate stating -
- (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the employer and worker.

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BLOUBERG MUNICIPALITY

C.161

BLOUBERG LOCAL MUNICIPALITY

CONTRACT NO.: BM06/22/23

FOR

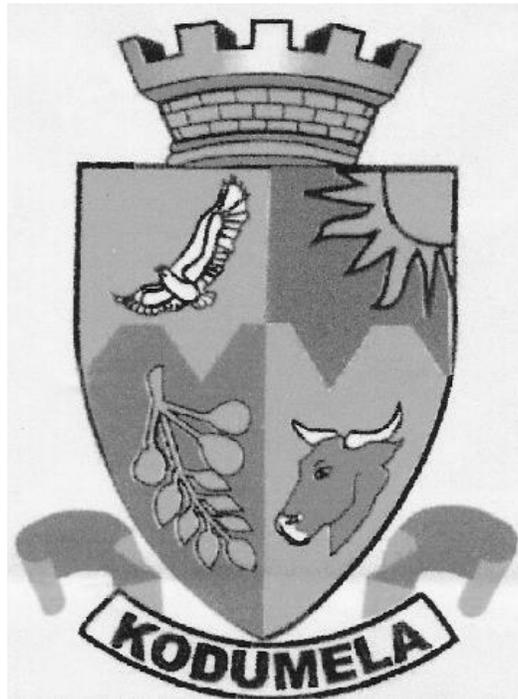
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C5.4 BLOUBERG MUNICIPAL SUPPLY CHAIN POLICY

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POLICY

SUPPLY CHAIN MANAGEMENT



CHAPTER 1

1. INTRODUCTION

A Green Paper on Public Sector Procurement Reform in South Africa was published in April 1997. The Green Paper recognized that public sector procurement could be used by government as a mechanism to also achieve certain broader policy objectives such as black economic empowerment, local economic development spin-offs for small and medium sized business, skills transfer and job creation. To achieve this, institutional and economic reform was necessary within two broad themes, namely, to establish principles of good governance in the area of supply chain management and to introduce a preference system to achieve certain Socio-economic policy objectives.

This document is to serve as a both a policy guideline and as a general user manual for the personnel of the BLM in which the policy and directives with regard to supply chain management are made known. This policy therefore addresses the following as required by the Local Government: Municipal Finance Act, 2003 and the Preferential Procurement Regulations of 2004, the Broad-Based Black Economic Empowerment Act (Act 53 of 2003) and the Draft Supply Chain Management Regulations from National Treasury (3 May 2005):

- Procurement of goods and services;
- Disposal of goods no longer needed;
- Selection of contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Systems Act applies; and
- Selection of external mechanisms referred to in section 80(1)(b) of the Systems Act

This policy does not apply if the municipality contracts with another organ of state for-

- Provision of goods or services to the municipality;
- The provision of a municipal service or assistance in the provision of a municipal service; or
- The procurement of goods and services under a contract secured by that other organ of state, provided that the relevant supplier has agreed to such procurement.

2. ABBREVIATIONS

BEE Black Economic Empowerment

BBEEA Broad-Based Black Economic Empowerment Act (Act 53 of 2003)

MFMA Municipal Finance Management Act, 2003 (Act 56 of 2003)

BLM Blouberg local municipality established i.t.o. Act No 117 of 1998

CEO Chief Executive Officer

CFO Chief Financial Officer

CBC Central Bid Committee

HDI Historically Disadvantaged Individual

HOD Head of Department

MM Municipal Manager

PPPFA Preferential Procurement Policy Framework Act, (Act no 5 of 2000)

RDP Reconstruction and Development Programme

RFI Request for Information

RFP Request for Proposal

SCM Supply Chain Management

SFEC Standing Financial Expenditure Committee

SMME Small Medium and Micro Enterprise

TOR Terms of Reference

3. DEFINITIONS

In this Policy, unless a written context otherwise indicates, a word or expression to which a meaning has been assignment in the Act has the same meaning as in the Act, and:

"Bid" means a written offer submitted in a prescribed or stipulated form, in response to an invitation by the Blouberg Municipality for a procurement as part of a competitive bidding process;

"Competitive bid" means a bid in terms of competitive bidding process;

"Final award" means the final decision on which bid or quote to accept;

"In the service of state" means to be:

- (a) a member of
 - (i) any municipal council;
 - (ii) any provincial legislature;
 - (iii) the National Assembly or 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 entity or constitutional institution within the meaning of 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;

“Long term contracts” means a contract with a duration period exceeding one Year;

“Other applicable legislation” means any other legislation applicable to municipal Supply chain management, including:

- (a) The Preferential Procurement Policy Framework Act, 2000(Act No.5 of 2000)
- (b) The Broad Based Black economic Empowerment Act, 2003 (Act No.53 of 2003)
- (c) The Construction Industry Development Board Act. 2000 (Act No.38 of 2000)

“Municipality” means Blouberg Municipality;

“Historically Disadvantaged Individual” means a South African citizen:

- (a) Who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act no 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no 200 of 1993) (“the Interim Constitution”); and/or
- (b) Who is a female; and/or
- (c) Who has a disability;
- (d) Provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be an HDI.

“Small Medium and Micro Enterprise” SMME is as defined in the National Small Business Act, 102 of 1996. Employing a maximum of 100 employees in any sector except manufacturing or construction where the maximum is 200 employees.

“Council” means Blouberg Municipal council referred to in Sec 157(1) of the constitution;

“Delegation” means the issuing of a written authorization by delegating authority to a delegated body to act in his stead;

“Physically disabled” shall mean suffering from an impairment of a physical, intellectual or sensory function, resulting in a restriction or lack of ability to perform an activity in a manner or within a range considered normal.

“Head of department” shall mean a senior manager as referred to in Section 56 of the Municipal Systems Act.

“the Act” means Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003)

"the Regulation" means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations Gazetted in Gazette Number 865 of 2005;

"youth" means any person who is thirty-five years old and below;

"Municipal Finance Management Act" shall mean the Municipal Finance Management Act no 56 of 2003

"Municipal manager" shall mean the person appointed in terms of Section 82 of the Municipal Structures Act.

"Municipal Structures Act" shall mean the Local Government: Municipal Structures Act No. 117 of 1998.

"Municipal Systems Act" shall mean the Local Government: Municipal Systems Act No. 32 of 2000.

"Supply chain management policy" shall mean the policy referred to in Section 111 of the Municipal Finance Management Act.

"Budget and treasury office" shall mean the office established in terms of Section 80 of the Municipal Finance Management Act"

"Chief financial officer" shall mean the person designated as such in terms of Section 80(2)(a) of the Municipal Finance Management Act No. 56 of 2003.

"Councilor" shall mean a member of the municipal council.

4. LEGISLATIVE ENVIRONMENT & REGULATORY FRAMEWORK

4.1 THE CONSTITUTION

In establishing a supply chain management policy document, the Blouberg local municipality must produce a document that complies with section 217 of the Constitution of the Republic of South Africa, 1996 Act 208 of 1996) which reads as follows:

(1) When an Organ of State in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods and services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.

(2) Subsection (1) does not prevent the Organs of State or institutions referred to in that subsection from implementing a procurement policy providing for-

(a) categories of preference in the allocation of contracts; and (b) the protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.

(3) National legislation must prescribe a framework within which the policy referred to in subsection (2) must be implemented.

4.2 THE MUNICIPAL SYSTEMS ACT

The "Municipal Systems Act 2000 (Act 32 of 2000) requires that municipalities assess, according to specific criteria and processes, whether to provide municipal services internally or externally by way of service delivery agreements. This Act stipulates the requirements for service delivery agreements through competitive bidding selection and pre-qualification processes which-

- Are competitive, fair, transparent, equitable and cost-effective,
- Allow all prospective service providers to have equal and simultaneous access to information relevant to the bidding process;
- Minimise the possibility of fraud and corruption; and
- Make the municipality accountable to communities, residents and role-players about progress with selecting a service provider and the reasons for any decision in this regard; and
- Take into account the need to promote the empowerment of small and emerging enterprises.

4.3 THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT

The Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its regulations are applicable to local government. It provides that BLM shall implement a preference system in the allocation of contracts for categories of service providers to advance the interest of persons disadvantaged by unfair discrimination. However, it must be applied without compromising or limiting the quality, coverage, cost and developmental impact of the services.

4.4 THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003)

This Act and Chapter 11 in particular deals with supply chain management in detail and it is essential that it is strictly adhered to by the municipality in order to achieve the objectives as set out in this document. It is compulsory for a municipality to have a supply chain management policy to give effect to the relevant provisions of the Act.

The Municipal Finance Management Act, 2003 (Act 56 of 2003) provides that the municipal supply chain management shall comply with a regulatory framework that must cover at least the following:

- The range of supply chain management processes that will be used including tenders, quotations, auctions and other types of competitive bidding.
- When a particular type of process must be used.
- Procedures and mechanisms for each type of process.
- Procedures and mechanisms for more flexible processes where the value of a contract is below a prescribed amount.
- Open and transparent pre-qualification processes for tenders or other bids.
- Competitive bidding processes in which only pre-qualified persons may participate.
- Bid documentation, advertising of and invitations for contracts.

Procedures and mechanisms for-

- The opening, registering and recording of bids in the presence of interested persons;

- The evaluation of bids to ensure best value for money;

- Negotiating of final terms of contracts; and

- The approval of bids.

Screening processes and security clearances for prospective Contractors on tenders or other bids above a prescribed value.

- Compulsory disclosure of any conflicts of interests prospective contractors may have in specific tenders and the exclusion of such prospective contractors from those tenders or bids.

- Participation in the supply chain management system of persons who are not officials of the municipality

- The barring of persons from participating in tendering or other bidding processes, including persons who were convicted for fraud or corruption during the past five years;

-Who wilfully neglected, reneged on or failed to comply with a government contract during the past five years; or -Whose tax matters are not cleared by SARS.

- Measures for:

- Combating fraud, corruption, favouritism and unfair and irregular practices in municipal supply chain management; and

- Promoting ethics of officials and other role players involved in municipal supply chain management.

- The invalidation of recommendations or decisions that were unlawfully or improperly made, taken or influenced, including recommendations or decisions that were made, taken or in any way influenced by –

- Councillors in contravention of item 5 or 6 of their Code of Conduct;

- Municipal officials in contravention of items 4 or 5 of their Code of Conduct.

- The procurement of goods and services by municipalities through contracts procured by other organs of state.

- Contract management and dispute settling procedures.

- Delegation of municipal supply chain management powers and duties.

5. VISION AND OBJECTIVES

BLM is a municipality that undertakes to ensure equitable distribution of resources and act as a catalyst for development and service delivery in a co-ordinated, inclusive and sustainable manner.

BLM intends to use the new acquisitioning policy as a tool to achieve the following objectives:

- stimulate economic growth
- stimulate socio- economic development
- enhance quality of services
- enhance delivery of services
- promote fairness, transparency, competitiveness and cost-effectiveness

This supply chain management policy is intended to be in line with the prescribed national procurement policy and will also take into consideration the following key principles:

- Creating opportunities for SMME's;ensuring that value for money is obtained; to eliminate and counter any form of corruption, favouritism and irregular practices;
- Implementation of systems of control and accountability; and standardisation in procedures of bid evaluations, documentation and contracts;
- Effective monitoring and support
- Total quality management

6. DELEGATION OF SUPPLY CHAIN MANAGEMENT POWERS.

(1)The council of the municipality delegate powers and duties to the accounting officer so as to enable the accounting officer to:

(a) Discharge the supply chain management responsibilities conferred on accounting officers in terms of chapter 8 or 10 of the Act.

(b) to maximize administrative and operational efficiency in the implementation of the scm policy

(C) to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favoritism and unfair and irregular practices in the implementation of supply chain management policy; and

(d) to comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.

(2) The council may not delegate any supply chain powers or duties to a person who is not official of municipality or to a committee which is not exclusively composed of officials of the municipality

(3) No decision-making in terms of any supply chain management powers and duties may be delegated to an advisor or consultant.

CHAPTER 2

Supply chain Management System

Municipality shall use the following system of Supply Chain Management:

(a) demand management;

- (b) acquisition management;
- (c) logistics management;
- (d) risk management;
- (e) performance management;

1. DEMAND MANAGEMENT

1.1 SYSTEM OF DEMAND MANAGEMENT

(a) Accounting Officer must establish and implement an effective demand Management system in order to ensure that the resources required to support the strategic and operational commitments of the municipality are delivered at correct time, at the right price and at a right locations as outlined in the Integrated Development Plan of municipality.

(b) Every Head of department shall during preparation of budget for the year:

- (i) determine which function it must perform;
- (ii) determine goods and services to be procured in the performance of those functions;
- (iii) determine quantity and specifications for the required goods;

(c) the SCM Unit shall after consultation with Heads of departments compile a schedule of procurements for capital projects and any other requirements for each financial year;

2. ACQUISITION MANAGEMENT

2.1 SYSTEM OF ACQUISITION MANAGEMENT

(a) the accounting officer must implement the system of acquisition management as set out in this section in order to ensure:

- (i) that goods and services are procured by municipality in accordance with authorized processes only;
- (ii) that expenditure on goods and services is incurred in terms of an approved budget and IDP in terms of section 15 of the Act;
- (iii) that the threshold values for the procurement for the different procurement processes are complied with;
- (iv) that bid documentation, evaluation and adjudication criteria, and general conditions of contract, are in accordance with any applicable legislation; and
- (v) that any treasury guidelines on acquisition management are properly taken into account.

(b) this policy does not apply in respect of procuring goods and services contemplated in section 110(2) of the Act, including:

- (i) water from department of water affairs or a public entity, another municipality or municipal entity; and
- (ii) electricity from Eskom or another public entity, another municipality or municipal entity.

(c) Accounting officer must ,when procuring goods or services contemplated in section 110(2) of the Act make public the fact that it procures such goods or

services otherwise than through its Supply Chain Management system, including:
(i) the kind of goods or services; and (ii) the name of supplier.

2.2 RANGE OF PROCUREMENT PROCESSES

(a) Goods may only be procured by way of:

- (i) petty cash purchases, up to a transaction value of R 500(VAT Included);
- (ii) One quotation for procurement of transaction value of over R 500 up to R 2000 (VAT included)
- (iii) formal written quotations for procurements of transaction value over R 2000 up to R 200 000 (VAT included); and
- (iv) Competitive bidding process for procurement above R30000.00R and long term contracts.

(b) Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of this policy.

(c) When determining transaction values, a requirement for goods or services consisting of different parts or items must as far possible be treated and dealt with as a single transaction.

2.3 GENERAL PRECONDITIONS FOR CONSIDERATION OF WRITTEN QUOTATIONS OR BIDS

A written quotation or bid may not be considered unless the provider who submitted quotation or bid (a) has furnished the following:

- (i) full name
 - (ii) identification number or company or other registration number;
 - (iii) tax reference number and VAT registration number, if any;
- (b) has authorized the municipality to obtain a tax clearance from South African Revenue Service that the Provider's tax matters are in order.
- (c) has indicated

(i) whether he or she is in the service of the state or has been in the service of the state in the previous twelve months

(ii) if the provider is not natural person, whether any of its directors, managers, principal shareholders or shareholder is in the service of state, or has been in the service of state in the previous twelve months
; or

(iii) Whether a spouse, child or parent of the service provider or of director, shareholder or stakeholder referred to in subparagraph(ii) is in the service of state or has been in the service of state in the previous twelve months.

2.4 CENTRAL SUPPLIERS DATABASE

(a) The Blouberg Local Municipality must only do a business with Suppliers from Treasury's Central Supplier's Database.

(b) The CSD 's report should include the following:

- Confirmation and status of Business Registration Documents
- Proof of Bank Account Registration
- Tax compliance status
- Employee in the service of state as defined in the Municipal SCM Regulations with information only available in the PERSAL system at this time, namely National and Provincial officials
- Identity Documentation
- Tender defaulters and restrictions status

2.5 PETTY CASH PURCHASES

The following petty cash procurement process shall apply:

(a) Procurement of goods to a maximum amount of R 500 per transaction may be made by means of petty cash purchases;

(b) Maximum amount of petty cash on hand shall be R 5000 per month;

(c) Only Supply Chain Manager can give a department a go ahead to request petty cash after taking into account the nature of expenditure and satisfying himself that procurement can be done via petty cash and that petty cash system is not abused.

(d) Each department must compile monthly reconciliation reports to the Chief Financial Officer, including:

- (i) The total amount of petty cash for that amount; and
- (ii) Receipts and appropriate documents for each purchase.

2.6 WRITTEN OR VERBAL QUOTATIONS.

(a) Written or Verbal quotation must be obtained from at least three different suppliers from, but not limited to, suppliers whose names appear on the suppliers database of the municipality, provided that if quotations are obtained from suppliers who are not listed, such suppliers must meet the listing criteria required by this policy.

(b) To the extent feasible Suppliers must be requested to submit such quotations in writing.

(c) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;

(d) Accounting officer must record names of potential providers requested to provide quotations as referred in (c) above and their quoted price;

(d) If quotation was submitted verbally, the may be placed against written confirmation by selected supplier.

2.6 FORMAL WRITTEN QUOTATIONS

- (a) Quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality, provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria required by this policy.
- (b) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;

2.7 PROCEDURES FOR PROCUREMENT VIA WRITTEN QUOTATIONS

- (a) all requirements in excess of R 30 000(VAT included) must be advertised for at least for at least seven days on the website of municipality or local notice boards.
- (b) Rotation system where possible must be used when procuring from suppliers on the list of accredited suppliers.
- (C) Accounting officer via SCM unit must take all reasonable steps to ensure that procurement of goods or service via quotations is not abused.
- (d) SCM unit must on a monthly basis notify in writing of all written quotations accepted by it.
- (e) where quotations have been invited via local notice boards and municipal website, no additional quotations are needed should the number of received quotations be less than three.

2.8 COMPETITIVE BIDS

- (a) goods and services above a transaction value of more than R 200 000 (VAT included) and long term contracts may be procured by municipality via competitive bidding process.

2.9 PROCESS FOR COMPETITIVE BIDS

Procedures for competitive bidding process will be as follows:

- (i) Compilation of bid documents
- (ii) Public Invitation of bids;
- (iii) Site meetings or briefing sessions, if applicable;
- (iv) Handling of bids submitted in response to public invitation;
- (v) The evaluation of bids
- (vi) Award of contracts
- (vii) Administration of contracts
- (viii) Proper record keeping

2.9.1 BID DOCUMENTATION FOR COMPETITIVE BIDS

Municipal Bid documents must comply with following requirements:

(a) take into account :

- (i) the general conditions of contact;
- (ii) treasury guidelines on bid documentation and
- (iii) the requirements of the construction Industry Development board, in respect of bids relating to construction, upgrading or refurbishment of buildings or infrastructure;

(b) Stipulate the preference point system which will be applied in evaluation and adjudication of contracts;

(c) Compel bidders to make declaration of interest and fill declaration of interest form;

(d) if the transaction value is estimated to exceed R 10 million(VAT included), require bidders to furnish the followings:

(i) the audited financial statements(if bidder is required by law to prepare financial statements) for the past three years or since establishment if entity is established within or during the past three years;

(ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

(iii) particulars of any contracts awarded to the bidder 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;

(iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside Republic, and, if so, what portion and whether any portion of payment from municipality is expected to be transferred out of the Republic;

(e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

2.9.2 PUBLIC INVITATION OF BIDS

(a) Accounting officer of BLM is required to advertise all bids on the eTender Publication Portal as provided below.

All bids advertised on the eTender Publication Administrator must at least contain the following information:

- Bid description;
- Bid number;
- Name of Municipality or Entity;
- The physical location where the goods, services or works specified in the bid are required; □ The closing date and time of the bid;

- Municipality or entity's contact details (postal and physical address, telephone number, email address, etc.);
- The physical location where hard copies of bids can be collected;
- The physical location where bids should be delivered; and
- The bid documents (MBDs, Terms of Reference, GCC and any other relevant document).

(b) The minimum period of time, which may be allowed between the publication date of bid invitations and closing time for bids, must be stipulated and should be sufficient for bidders to reply to the specific requirement. This period may not be less than 14 days for bid which does not exceed R 10 million and 30 days for bid of transaction value equal or exceeding R 10 million. When determining a closing date, sufficient time must be allowed for prospective bidders to prepare and submit their bids. The necessary information regarding the date and time of closure must appear in the bid document and shall be collected from the BLM offices during working hours. It is essential that a definite cut-off time for submitting bids should be set and it should be strictly observed. Late bids, bids by telephone, fax or email are not considered.

(c) Accounting officer may determine closure of bids which is less than 30 or 14 days requirements only on grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow official procurement process;

(d) The bid advertisement must clearly indicate that it is the municipality's

prerogative not to award the bid or any part thereof to the lowest or any bidder.

(e) Bids advertisement must contain statement that bids may only be submitted on the bid documentation provided by municipality.

(f) Bids submitted to municipality must be sealed.

2.9.3 SITE INSPECTION/BRIEFING OR INFORMATION SESSION

(a) The necessary information regarding a site inspection/information session must appear in the bid document, if applicable. A fully explanatory site inspection may be conducted before the close of bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

(b) Should it be a condition that prospective bidders attend a site inspection, nonattendance of this site inspection may invalidate a bid.

(c) The following information shall be necessary:

(i) Particulars of the place and time of the site inspection, indicated in the advertisement as well as in the bid document

(ii) Proper minutes to be taken on all information disclosed during the site inspection

- (iii) Copies of these minutes must be made available to all interested parties that attend the meeting
- (iv) The same copies must also be made to all other prospective bidders (v) Bidders should be requested in the Bid documents to certify that the site inspection was attended and that they are fully aware of the extent of the task
- (d) Bidders should certify that the site inspection meeting was attended and that they are fully aware of what is reasonably expected from them
- (e) Bidders should state on a form (to be included in the Bid document)
- (f) The name of the person who represented the company/firm;
- (g) Particulars of the company/firm;
- (h) Date and place of inspection; and
- (i) Any other information that is required by the BLM

2.9.4 PROCEDURE FOR HANDLING, OPENING AND RECORDING OF BIDS

- (a) The following procedure shall be followed when opening bids:
 - (i) SCM unit shall open the bids in public.
 - (ii) The opening of bids must be at the same time as soon as possible after the closing time.
 - (iii) Names of bidders and their bidding price must be read out to public.
 - (iv) All bids received must be recorded in the register for that purpose
 - (v) Register will be available to public; and
 - (vi) Entries in the bid register and bid results shall be published on the website of the municipality.

2.10. NEGOTIATIONS WITH PREFERRED BIDDERS

- (a) Accounting officer can negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiations
 - (i) does not allow any preferred bidder to a second or unfair opportunity;
 - (ii) is not to the detriment of other bidder; and
 - (iii) does not lead to a higher price than the bid as submitted
- (b) Minutes of such negotiations must be kept for record purpose.

2.11. TWO STAGE BIDDING PROCESS

- (a) two stage process is allowed only for:
 - (i) large complex projects
 - (ii) projects where it may be undesirable to prepare complete detailed (iii) long term projects with a duration period exceeding three years.

(b) In the first stage technical proposals on conceptual design or performance specification should be invited, subject to technical as well as commercial clarifications and adjustments.

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2.12.1 BID SPECIFICATION COMMITTEE

(a) a bid specification committee must compile the specifications for each procurement of goods or services by the municipality.

(b) Specifications:

(i) must be in an unbiased manner to allow all potential suppliers to offer their goods or services;

(ii) must take into account standards such as those issued by the Standards South Africa, the International Standards Organization, or an authority accredited by or recognized by the South African National Accreditation System with which the equipment or material or workmanship should comply;

(iii) where possible described, be described in terms of performance required rather than in terms of descriptive characteristics for design;

(iv) may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;

(v) may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "equivalent".

(vi) Must indicate each specific goal for which points may be awarded in terms of the points system set out in this policy;

(vii) Must be approved by the accounting officer or delegated sec 57 Senior Manager preferably CFO prior to publication of the invitation to bid.

(c) a bid specification committee must be composed of one or more officials of municipality from the End-User department and must include manager responsible for function involved.

(d) no person, advisor or corporate entity involved with bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

2.12.2 BID EVALUATION COMMITTEE

(1) Bid evaluation committee must

(a) Evaluate bids in accordance with:

(i) the specifications for specific procurement; and (ii) the points system as set out in this policy.

- (b) evaluate each bidder's ability to execute the contract;
- (c) Check in respect of the recommended bidder whether municipal rates and taxes and service charges are not in arrears.; and
- (d) Via Supply Chain Unit submit the evaluation report to Bid adjudication committee;
 - (i) make final award or a recommendation to Accounting Officer to make the final award; or
 - (ii) make another recommendation to accounting officer how to proceed with the relevant procurement
- (b) the accounting officer must appoint the chairperson of the committee; and if he chairperson is absent the present members must elect one of them to preside at the meeting.
- (c) a bid adjudication committee must consist of at least four Senior Managers which must include:
 - (i) the chief financial officer
 - (ii) at least one senior supply chain practitioner
- (d) Neither a member of bid evaluation committee, nor advisor or person assisting the evaluation committee, may be a member of bid adjudication committee.
- (e) If bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee must prior to awarding of contract check in respect of the preferred bidder's municipal rates and service charges are not in arrears and notify the accounting officer of its intention.
- (f) the accounting officer may after due consideration of the reasons for adjudication committee to deviate from evaluation committee recommendations, approve or reject the decision and if the decision is rejected refer the matter back to adjudication committee for reconsideration.
- (g) If accounting officer approves the decision of the bid adjudication committee to deviate from bid evaluation committee recommendation he or she must comply with section 114 of the Act within 10 working days.

2.13 PROCUREMENT OF BANKING SERVICES

- (a) A contract for provision of banking services to a municipality:
 - (i) must be procured through competitive bids;
 - (ii) must be consistent with sections 7 and 85 of the Act; and
 - (iii) may not be for a period of more than five years at a time.
- (b) The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.

(c) The Closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper. Bids must be restricted to banks registered in terms of the banks Act, 1990(Act No. 94 of 1990).

2.14 PROCUREMENT OF IT RELATED GOODS OR SERVICES

(a) Accounting Officer may request State Information Technology Agency(SITA) to assist the municipality with acquisition of IT related goods or services through competitive bidding process.

(b) The parties must enter into a written agreement to regulate the services rendered by, and payments to be made to, SITA.

(c) The Accounting Officer must notify SITA together with a motivation of the IT needs of the municipality if:

(i) the transaction value of IT related goods or services required by the municipality in any financial year will exceed R 50 million(VAT included); or

(ii) the transaction value of a contract to be procured by the municipality whether for a one year or more years exceeds R50 million (VAT Included).

(d) If SITA comments on the submission and municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to council, the National Treasury, the relevant provincial treasury and Auditor General.

2.15 PROUREMENT OF GOODS AND SERVICES UNDER CONTRACTS SECURED BY OTHER ORGANS OF STATE

(a) Accounting Officer may procure goods or services for the municipality under a contract secured by another organ of state, but only if:

(i) the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state; (ii) the municipality has no reason to believe that such contract was not validly procured;

(iii) there are demonstrable discounts or benefits for the municipality to do so;

(iv) that other organ of state and the provider have consented to such procurement in writing.

2.16 PROCUREMENT OF GOODS NECESSITATING SPECIAL SAFETY ARRANGEMENTS

(a) The policy restricts the acquisition and storage of goods in bulk (other than water) which necessitate special safety arrangements, including gasses and fuel.

(b) Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership and cost advantages for the municipality.

2.17 PROUDLY SOUTH AFRICAN CAMPAIGNS

(a) Blouberg Municipality will support Proudly SA Campaign aimed at promoting locally manufactured/produced products.

2.18 APPOINTMENT OF CONSULTANT

(a) Accounting officer can appoint consulting services provided that any treasury guidelines in respect of consulting services are taken into account when such procurement are made.

(b) A contract to appoint consultants must be procured via competitive bids if :
(i) the value of the contract exceeds R 200 000(VAT included) or (ii) the duration period of contract exceed one year.

(c) in addition to requirements prescribed by this policy for competitive bids, bidders must furnish particulars of all and similar consultancy services provided to organ of state in the last five years.

(d) Accounting officer must ensure that the copyright in any document produced, and the patent rights or ownership in any plant, machinery or process designed or devised by consultant in the course of the consultancy service is vested in the municipality.

2.19 DEVIATION FROM AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESS.

(a) Accounting Officer may dispense with the official procurement processes established by this policy and procure any required item via any convenient process, which may include direct negotiations, but only

(i) In an emergency;

(ii) If such goods or services are available from single supplier only; (iii)

For the acquisition of special works of art or historical objects where specification are difficult to compile; (iv) Acquisition of animals for zoo; or

(v) In any other exceptional cases where it is impractical or impossible to follow the official procurement processes.

(b) Accounting Officer may ratify any breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of technical nature.

(C) Accounting Officer must record the reasons for any deviations and report them to the next meeting of the council and include as a note to the annual financial statements.

2.20 UNSOLICITED BIDS

(a) The Municipality in terms of section 113 of the Act is not obliged to consider unsolicited bids received outside a normal bidding process.

(b) If Municipality decides in terms of section 113(2) of the Act to consider an unsolicited bid, it may do so only if :

- (i) The product or service offered in terms of the bid is demonstrably or proven unique innovative concept;
- (ii) The product or service will be exceptionally beneficial to, or have exceptional cost advantages for, the municipality;
- (iii) The person who made the bid is the sole provider of product or service;
- (iv) The reason for not going through the normal bidding process are found to be sound by the Accounting Officer.

(c) If a municipality decides to consider an unsolicited bid that complies with paragraph (b), the municipality must make its decision public in accordance with section 21A of the Municipal Systems Act, together with:

- (i) Its reasons as to why the bid should not be open to other competitors; (ii) An explanation of the potential benefits for the municipality were it to accept the unsolicited bid;
- (iii) An invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.

(d) Once the municipality has received written comments pursuant to paragraph (c)

,it must submit such comments, including any responses from the unsolicited bidder, to the National Treasury and relevant provincial treasury for comment.

(e) The adjudication committee must consider the unsolicited bid and may award the bid or recommend to the accounting officer, depending on its delegations. (f) A meeting of adjudication committee to consider unsolicited bid must be open to public.

(g) When considering the matter, the adjudication committee must take into account –

- (i) Any comments submitted by the public; and
- (ii) Any written comments and recommendations of the National Treasury and relevant provincial treasury.

(h) If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.

(I) such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

2.21 COMBATING OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

(a) Accounting Officer must take all reasonable steps to prevent abuse of the supply chain management system.

(b) Accounting Officer must investigate any allegation against any official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure

to comply with the supply chain management policy, and when justified- (i) Take appropriate steps against such official or other role player; or (ii) Report any alleged criminal conduct to the South African Police Service.

(c) Accounting Office must check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with public sector'

(d) Accounting Officer can reject any bid from a bidder-

(i) If any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or

(ii) 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 bidder that performance was unsatisfactorily;

(e) Accounting Officer can reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;

(f) Accounting Officer can cancel a contract awarded to a person if-

(i) The person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or

(ii) An official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and

(g) Accounting Officer can reject the bid of any bidder if that bidder or an of its directors-

(i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system; (ii)

Has been convicted for fraud or corruption during the past five years;

(iii) Has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

(iv) Has been listed in the Register for Tender Defaulters in terms section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

(h) The Accounting Officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of sub regulation (1) (b) (ii), (e) or (f).

2.22 ACQUISITIONING EVALUATION PROCESS

2.22.1 EVALUATION CRITERIA

(a) The decision of awarding a contract to a prospective provider must be based on a determination of which bidder has the best likelihood of successfully completing the contract at the best value to the BLM.

Proposal evaluation is the process of evaluating both the proposal and the bidder to determine whether the bidder by means of that proposal can successfully accomplish the contract. It forms the basis of choosing between competing offers.

- (b) Evaluation factors (criteria) are those aspects of a proposal that will be
- Local business should receive preference
 - Technical requirements of personnel.
 - Perceived ability to render the services required.
 - Flexibility (to adapt to client requirements).
 - Availability to meet deadlines.

2.22.2 PREFERENCE POINT SYSTEM AND BROAD-BASED BLACK ECONOMIC EMPOWERMENT

(a) In the acquisition of local goods and services this policy will provide for categories of preference in terms of Section 5 of the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000) and applicable Preferential Procurement Regulations and Schedules published in the Government Gazette (Notice 2174 of 2004).

(b) The preference point system as detailed below will be followed. No system will be applied in respect of bids/acquisition with a Rand value of less than R30 000 per legislation.

2.22.3 THE 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITIONING OF GOODS AND/OR SERVICES UP TO A RAND VALUE OF R 50 000 000.00

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

(a) The following formula must be used to calculate the points for price in respect of competitive bids/price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R50 000 000.

$$P_s = 80 \left\{ \frac{1 - P_t - P_{min}}{P_{min}} \right\}$$

Where

P_s = Points scored for comparative price bid / offer under consideration

P_t = Comparative price of bid / offer under consideration

P_{min} = Comparative price of lowest acceptable bid / offer.

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point

out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d)The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e)Only the bid with the highest number of points scored may be selected.

2.22.4 THE 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITIONING OF GOODS AND/OR SERVICES WITH A RAND VALUE ABOVE R 50 000 000.00

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

(a) The following formula must be used to calculate the points for price in respect of competitive bids with a Rand value above R 50 000 000.

$$Ps = 90 \left\{ \frac{1 - Pt - Pmin}{Pmin} \right\}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid.

(b)The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. Where the Minister of Trade and industry, in terms of section 9 of the Broad Based Black Economic Empowerment Act, No 53 of 2003, gazetted a code of good practice for a particular sector, the scorecard contained in the gazetted code of good practice must be utilised in the evaluation process. In the absence of such code of good practice for a particular sector, the balanced scorecard prescribed by National Treasury must form part of the evaluation criteria.

(See Annexure SCM 1 and Annexure SCM 2)

(c)A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if

the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.5 THE 80/20 PREFERENCE POINT SYSTEM FOR THE SALE AND LETTING OF ASSETS UP TO A RAND VALUE OF R 50 000 000

(a) The following formula must be used to calculate the points for price in respect of competitive bids / price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 000 000 and which relate to the sale and letting of assets.

$$Ps = 80 \left\{ \frac{1 + Pt - Ph}{2} \right\} Ph$$

Ps = Points scored for price of bid / offer under consideration

Pt = Price of bid / offer under consideration

Ph = Price of highest acceptable offer

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.6 THE 90/10 PREFERENCE POINT SYSTEM FOR SALE AND LETTING OF ASSETS WITH A RAND VALUE ABOVE R 50 000 000.

(a) The following formula must be used to calculate the points for price in respect of bids with a Rand value above R 50 000 000 and which relate to the sale and letting of assets.

$$Ps = 90 \left\{ \frac{1 + Pt - Ph}{Ph} \right\}$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Ph = Price of highest acceptable bid

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.7 EVALUATION OF CONSULTANTS OR OTHER PROFESSIONAL SERVICES ON FUNCTIONALITY.

(a) the following formula shall be used to evaluate consultants based on Functionality

$$Ps = \frac{SO \times AP}{MS}$$

Ps = Points scored for functionality

SO= points awarded by a panel member

MS= Maximum weight

AP = Percentage points for functionality

(b) the following formula shall be used to evaluate points scored for price for Consultants

$$Ps = \frac{P_{min} \times AP}{Pt}$$

Ps = points scored for price

Pmin= lowest acceptable bid price

Pt = bid price under consideration

AP = Total score for functionality

2.22.8 80/20 POINT SYSTEM FOR EVALUATION OF CONSULTANTS

(a) the following formula shall be used to determine the points scored by bidders through 80/20 system

$$Ps = 80 \left(\frac{1 + HS - RS}{RS} \right)$$

Ps = Points scored

HS = Highest acceptable points for sum of points for price and Functionality.

RS = sum of points scored for price and functionality for bid under Consideration

2.22.9 STIPULATION OF PREFERENCE POINT SYSTEM TO BE USED

(a) The Blouberg Municipality must, in the bid documents, stipulate the preference point system which will be applied in the adjudication of bids.

2.22.10 EVALUATION OF BIDS ON FUNCTIONALITY (QUALITY) AND PRICE, INCLUDING WHEN CONSULTANTS ARE APPOINTED

(a) The municipality must, in bid documents, indicate if, in respect of a particular bid invitation, bids will be evaluated on functionality and price.

(b) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value equal to or below, R 50 000 000, not exceed 80 points.

(c) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value above, R50 000 000, not exceed 90 points.

(d) When evaluating the bids contemplated in this item, the points for functionality must be calculated for each individual bidder,

(e) The conditions of bid may stipulate that a bidder must score a specified number of points for functionality to qualify for further adjudication

(f) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated above must, subject to the application of the evaluation system for functionality and price, be established separately and be calculated in accordance with the other provisions in this section 9.4

(g) The number of points scored for achieving Governments Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for functionality and price.

(h) Only the bid with the highest number of points scored may be selected.

2.22.11 AWARD OF CONTRACT TO BIDS NOT SCORING THE HIGHEST NUMBER OF POINTS

(a) Despite the above regulations, a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest points. Preference calculations or decisions, made during proposal / bid evaluations or candidate selection through interviews, shall be clear and documented. The specific goals must be measurable and quantifiable and must be monitored in the execution of the contract.

2.22.12 CANCELLATION AND RE-INVITATION OF BIDS

(a) In the event that, in the application of the 80/20 preference point system, as stipulated in the bid documents, all bids received exceed the estimated Rand value of R 50 000 000, the bid invitation must be cancelled.

(b) In the event that, in the application of the 90/10 preference point system, as stipulated in the bid documents, all bids received are equal to, or below R 50 000 000, the bid invitation must be cancelled.

(c) The municipality must, if the bid invitation has been cancelled in terms of the above, re-invite bids and must, in the bid documents, stipulate the correct preference point system to be applied.

(d) The Blouberg Municipality may, prior to the award of a bid, cancel the bid if;

- (i) Due to changed circumstances there is no longer a need for the goods, works or services offered, or
- (ii) Funds are no longer available to cover the total envisaged expenditure; or
- (iii) No acceptable bids are received.

2.22.13 THE SPECIFIC ACTIVITIES, WHICH MAY BE STIPULATED TOWARDS ACHIEVING SPECIFIC GOALS AS PER SECTION 17 OF THE REGULATIONS, ARE AS FOLLOWS:

(a)

- (i) The promotion of South African owned enterprises;
- (ii) The promotion of export orientated production to create jobs;
- (iii) The promotion of SMMEs;
- (iv) The creation of new jobs or the intensification of labour absorption.

(b) Enterprises located within blouberg municipality include:

- (i) Suppliers who have offices within blouberg municipality;
- (ii) In case of emerging suppliers with no offices their address of registered office must be within blouberg municipality and the individual owners of entity must be the residents of blouberg municipality.

2.22.16 INTERVIEW SELECTION CRITERIA

(a) If the selection is going to be made through interview, the selection criteria should be known beforehand (it could be in the form of evaluation criteria and weights). During the interview the members of the interview panel should assign a score to each criteria, and these scores are then added to arrive at a total score. This total score is then used to assist in making the selection decision.

2.23 OTHER FACTORS IN THE ACQUISITIONING PROCESS

2.23.1 TAX CLEARANCE CERTIFICATE

(a) It is a specific requisite that on all projects, a Tax Clearance Certificate, issued by the SA Revenue Services for the bidding company/entity is to be submitted as part of the bid documentation.

(b) No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.

2.23.2 ACCESS TO BIDDING INFORMATION

(a) To ensure complete transparency in the bidding process, bid documents should provide details of adjudication criteria. This will be especially important in bids where price will no longer be the only criteria in awarding bids.

(b) The BLM will assist with the compilation and dissemination of bidding and related information in a simplified and uncomplicated format.

(c) Bid results and awards must be made available to bidders when requested. This process, which will ensure transparency, will also enable bidders to evaluate their performance and competitiveness for future bids.

(d) BLM will be required to display both the bids and awards in the offices on for example bid notice boards. This place of display should be accessible to the public even after normal working hours. This will enable the information to reach the local community as effectively as possible. Local councillors are responsible to further disseminate information to their constituencies.

2.23.3 UNIFORMITY IN BID PROCEDURES, POLICIES AND CONTROL MEASURES

(a) Uniformity in bid procedures and control measures should be enhanced to ensure efficiency and effectiveness in procurement/ acquisitioning management. This can be accomplished through:

(b) The implementation of a uniform acquisitioning policy that must address at least the following:

- (i) The range of processes to be used for example tender (local/national), quotation (formal/informal) auction etcetera
- (ii) Procedures and mechanisms for each type of process

- (iii) When a particular type of process must be used
- (iv) Categorisation of processes relating to value of transactions (financial thresholds)
- (v) Open and transparent pre-qualification processes
- (vi) Ensuring that bid procedures are easy to interpret, clear, cost-effective, inexpensive, quick, transparent and free of corruption;
- (vii) A system of supply chain management, which is uniformly applied by all organs of State
- (viii) Proper rules pertaining to unsolicited bids (sect. 113 of the MFMA)

2.23.4 GENERAL ACQUISITIONING PRINCIPLES

- (a) Irrespective of who will be responsible for the acquisitioning process, the general principles of being fair, equitable, transparent, competitive and cost-effective will apply to, and will be the guiding principles for all stakeholders during all activities in the process.
- (b) This entails a proper definition of what is required, adherence to the prescribed selection and evaluation process, as well as proper implementation, monitoring and evaluation.

2.23.5 LETTERS OF ACCEPTANCE

- (a) Letters of acceptance shall be issued by the Head of Procurement once a tender has been approved by a person/structure in accordance with the delegated authority. Such letters may also be signed by the relevant delegated authority.
- (b) Letters of acceptance must be accurate, unambiguous, complete and contain detail of discounts that the BLM may qualify for and must reflect the approval accurately. Such letters are to be handed to the tenderer against signature or sent by registered post as soon as possible after it has been approved and before the validity period expires. A copy must also be made available to the Finance division in order that this commitment can be captured in their records. The Corporate/Admin. Department, who is responsible for the management of the administration of contracts, must also be furnished with a copy.
- (c) A formal contract may also be concluded and must display the same principles than those contained in a letter of acceptance.
- (d) New conditions that did not form part of the original tender documentation, may not be included in a letter of acceptance/contract.

2.23.6 PUBLISHING RESULTS

- (a) As the letter of acceptance/contract concludes the process of competing for the business, it is important that the final results also be publicized.
- (b) Bid results must at least be displayed in the offices of the BLM on for example bid notice boards.

2.23.7 REPORTING

(a) The Accounting Officer should report, in the prescribed formats and frequencies prescribed by the relevant Treasury, management information to the executive authorities and the National and relevant treasuries.

2.24 POWERS OF ACQUISITIONING STRUCTURES/ INDIVIDUALS

2.24.1 POWERS OF THE COUNCIL

The Council has the power to:

- Priorities expenditure
- Receive for the purpose of maintaining oversight over the implementation of the municipality's supply chain management policy, a report within 30 days of the end of each financial year, from the MM regarding the implementation of the supply chain management policy and spending patterns on the budget. □ Monitor the activities of the BLM.

The Council and the Accounting Officer may not delegate any supply chain management power or duties to:

- A person who is not an official of the municipality; or
- To a committee which is not exclusively composed of officials of the Blouberg municipality.
- To a single person or single member of any bid committee. The power to make final awards in a competitive bidding process has been delegated to the committee and therefore the committee system must be used.

2.24.2 POWERS OF THE BID ADJUDICATION COMMITTEE

The Bid Adjudication Committee has the power to:

(a) amend or cancel concluded agreements if delivered goods and services do not conform to specifications

(b) approve bids over the amount of R 200 000.

© To invalidate bids on the grounds mentioned in section 112(1)(n) MFMA

(d) The Bid Adjudication Committee must within 5 days of the end of each month submit to the Municipal Manager through the Chief Financial Officer, a written report containing particulars of each final award made by this committee during that month, including –

- (i) the amount of the award;
- (ii) the name of the person/business to whom the award was made
- (iii) the reason why the award was made to that person/business.

3. LOGISTICS MANAGEMENT

(a) Accounting officer must establish and implement an effective system of logistics management, which include;

- (i) the day to day management of stores and warhorse.

- (ii) determining the range and nature of items that will be carried in the store facility
- (iii) Setting inventory level
- (iv) Timely placement of orders when stock levels are low
- (v) Receiving and distribution of goods; and
- (vi) Expediting orders'
- (vii) Transport Management
- (viii) Vendor Performance
- (ix) Maintenance and contract administration

4. DISPOSAL MANAGEMENT

- (a) This policy provide for an effective system of disposal management for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act.
- (b) Assets may be disposed in this way:
 - (i) Transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
 - (ii) Transferring the asset to another organ of state at market related value or, when appropriate free of charge;
 - (iii) Selling the asset; or
 - (iv) Destroying the asset;
- (c) The SCM policy stipulate that-
 - (i) Immovable property may be sold only at market related prices except when the public interest or the plight of the poor demands otherwise; (ii) Movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market related price, whichever is the most advantageous to the municipality;
 - (iii) In the case of the free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment; and
 - (iv) In the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic.
- (d) The policy provide that –
 - (i) Immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise; and
 - (ii) All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed; and
 - (iii) That where assets are traded in for other assets, the highest possible trade-in price is negotiated.

5. RISK MANAGEMENT

5.1 GENERAL

(a) It is imperative to take cognisance of potential risks during the supply chain management and specifically the acquisitioning process. Due consideration should ideally be given to the following:

- (i) Identification of acquisitioning risks on a case-by-case basis;
- (ii) Allocation of risks to the party best equipped to manage such; (iii) The Municipality bearing the cost of risks where the cost of transferring them is greater than that of retaining them;
- (iv) The exercising of risk management in a proactive manner and providing adequately for the cover of residual risks;
- (v) Contract documentation clearly and unambiguously assigning relative risks to the contracting parties.
- (vi) Development and implementation of appropriate processes. (vii) Development and implementation of procedures and mechanisms to minimise risk such as screening processes and security clearances. (viii) Development and implementation of adequate administrative procedures relating to the advertising, invitation, opening, registering and recording of bids.
- (ix) Disqualification of bidders who are inherent risks such as those who were found guilty of fraud or who failed to comply with previous government contracts.
- (x) Elimination of prospective contractors who have conflict of interests in specific tenders by implementing a system in terms whereof bidders are obliged to disclose any form of conflict they possibly may have.
- (xi) Risk management should therefore form part of the business plan for the acquisitioning of all goods and services.

5.2 INSURANCE

(a) Any of the following, or a combination thereof, should be applied to protect the interests of the municipality in the procurement process:

- (i) That insurance is taken out in deserving cases.
- (ii) That risk management programmes are established.
- (iii) That liquidated damage clauses be included in contracts where applicable.

(b) Suitable arrangements should also be made to ensure that insurance related excesses do not cause the failure of emerging small and micro enterprises.

5.3 GUARANTEES

(a) Performance guarantees should be commensurate with the degree of contractual risk to which BLM are exposed.

(b) In cases of large and complex contracts, it is advisable to call for bid guarantees to circumvent the submission of irresponsible bids.

(c) Performance guarantees should spread the cost of the risk of failure between the contracting parties and should be set at such a level that all BLM costs relating to such failure are likely to be recovered.

(d) It would be prudent to make adequate provision in all engineering and construction works contracts to ensure that monies are available to rectify defects.

(e) Performance bonds in engineering and construction works contracts should be waived in low value, low risk contracts or where a third party carries the risk of failure in an acceptable manner.

5.4 CONTRACT MANAGEMENT

(a) The basic requirements as stipulated in the MFMA (section 116) should be adhered to namely: writing, dispute resolution mechanisms, termination, periodic review of contracts and the duties of the Accounting Officer such as enforcement of contracts, monthly monitoring, regular reporting to council, amendment of contracts etc.

5.5 SURETIES

(a) Though the BLM is sensitive to the plight of Emerging Contractors, all projects considered being of high risk due to the nature and scope of work should be subject to high sureties.

(b) In terms of the risk management approach, all constraints are subjected to risk analysis from which alternative strategies are developed to avoid, reduce or control the associated risk for the Contractor as well as the BLM.

(c) It is suggested that the following sureties shall be applicable:

Micro projects(0 - R200 000) Nil

Small projects (R200 000 – R500 000) 2.5%

40

Medium Projects (R500 000 – R1 000 000) 5%

Large projects (R1 000 000 >) 10%

(d) When classified as a contract that does not require a surety, then such status will apply even if the bid exceeds the maximum amount to prevent bidders preparing a bid under the perception that no surety will be required, but only discover later the surety requirements changed.

(e) In the case of small and medium projects, the sureties have been reduced and a cash surety may be deducted in equal percentages from the progress payments for the duration of the contract. In the case of large projects not exceeding R2,0 million a cash deduction from the first three progress payments covering the full surety percentage will be allowed. In case of large projects over R2,0 million only bank bonds will be allowed.

5.6 RETENTION

(a) The BLM shall retain the following percentages of the project cost from the Contractor during the construction as a guard against defects that might be noticed after practical completion- Micro 5%

Small 5%

Medium 10% Large

10%

The retention will be released as follows:

Micro- 2.5% released at completion of the Project and the balance after 3 months

Small - 2.5% released at completion of the Project and balance after 6 months

Medium - 5% released at completion of the Project and the balance after 12 months

Large - 5% released at completion of the Project and the balance after 12 months

5.7 TECHNICAL AND OTHER PROFESSIONAL CONSULTANTS

(a) BLM has accepted as a fact the appointment of consultants where the in-house skills are in short supply. In order to do work on contract, it is necessary that the planning, contract documentation and site supervision be done in an absolute professional manner, maintaining a very high standard and completed in a minimum time and within budget.

(b) The consultants are to be appointed by applying these guidelines on a rotating roster system and will be grouped together in the different disciplines.

5.8 PROFESSIONAL REGISTRATION AND INDEMNITY INSURANCE

(a) In order to maintain such a high standard of work and keeping in mind the possible risk Council is exposed to, as well as the relevant legislation regarding the professions; it is of utmost importance that only firms registered with their relevant professional bodies be allowed to be appointed by BLM. Furthermore, all such firms must have a valid and current Professional Indemnity insurance policy in place. The purpose of such a policy is to provide protection for any loss, damage, death liability or take-over of a third party or a loss sustained by the BLM, related to an oversight, omission or negligence pertaining to the non-adherence of professional duties for which the consultant is responsible.

(b) In keeping with the principles of the RDP as well as procurement and delivery reform, it is essential that a certain margin of preference should be applied, targeting historically disadvantaged consultants.

5.9 UNSATISFACTORY PERFORMANCE

5.9.1 GENERAL

(a) Where unsatisfactory performance of a contractor occurs, it should be brought to his/her attention in writing, preferably by registered mail. If it is not corrected in an acceptable time (which is agreed upon by the BLM and the contractor), the contractor could be informed that the BLM would withdraw from its contractual obligations if a suitable response were not forthcoming. If this persists, legal counsel should be consulted to unilaterally withdraw from the contract in a manner recommended by such counsel. All other costs (over and above the contract price), should also be recovered from the contractor who did not perform should it be necessary to procure emergency goods/services at a higher price. The agreement entered into should form the basis of such action.

5.9.2. PENALTIES

(a) All contracts awarded to contractors will be subject to a fair penalty clause. The penalty clause is necessary to encourage contractors to complete their assignments within the contract time. However, due care should be taken so that

penalties imposed should not harm emerging contractors to such an extent that the empowerment of HDIs cannot be realised. (a) The following penalties should be applicable

Micro projects 0.02 % of contract amount per day

Small projects 0.04 % of contract amount per day

Medium projects 0.06 % of contract amount per day

Large projects 0.08 % of contract amount per day

(c) A penalty clause does not and cannot ensure that a contract will be completed on time and therefore the enforcement of penalties will become a reality. Penalties should at least cover any loss incurred by the BLM.

5.10 CONTRACT AMENDMENTS

(a) To enhance the flexibility of the procurement process, it is proposed that the BLM be allowed to extend the quantities of an approved quotation or tender by not more than 20 percent provided that the budget accommodates the additional 20 percent and the requirement is approved. This may be approved by the BLM at the delegated level, provided that the provider agrees to such extension and the additional goods are supplied at the same (or lower) price originally agreed to.

5.11 PAYMENT FACILITATION

(a) For the sustainability of contractors generally, early payments should be made as soon as all certifications and verifications have been completed. Late payments are detrimental to emerging and small contractors' continuity in business. The BLM undertakes to effect processing invoices as soon as possible but within the time stipulated in the tender document but not exceeding 30 days.

(b) It is therefore the responsibility of the relevant functionary in the BLM to certify/assess invoices as soon as they are presented to determine whether the invoices actually mirrors the services rendered/goods delivered and that services/goods are of the required quality.

5.12 CONTRACTS HAVING FUTURE BUDGETARY IMPLICATIONS

(a) The requirements of section 33 of the MFMA must be adhered to in regard to contracts which impose financial implications for three years or more (current financial year excluded).

6. PERFORMANCE SYSTEM

(a) Accounting Officer must establish an effective internal monitoring system in order to determine, on the basis of retrospective analysis, whether the authorized To a maximum of

5% of

43

supply chain management processes were followed and whether the desired objectives were achieved.

7. OTHER MATTERS.

7.1 PROHIBITION ON AWARDS TO PERSONS WHOSE TAX MATTERS ARE NOT IN ORDER.

(a) Municipality may not make any award above R 15 000 to a person whose tax matters have not been declared by the South African Revenue Service to be in order.

(b) Before making an award to a person, a municipality must first check with SARS whether that person's tax matters are in order.

(c) If SARS does not respond within seven days such person's tax matters may for purpose of sub regulation (a) be presumed to be in order.

7.2 PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE.

(a) Irrespective of procurement processes followed the Municipality may not make award to a person –

(i) Who is the service of state;

(ii) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or

(iii) Who is an advisor or consultant contracted with the municipality.

7.3 AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE.

(a) The notes to annual financial statements of a municipality must disclose particulars of any award of more than R2 000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –

(i) The name of the person;

(ii) The capacity in which that person is in the service of the state; and (iii) The amount of the award.

7.4 COMBATING CORRUPTION AND ETHICS

(a) In supply chain management and more specifically procurement/acquisition management, all parties are required to comply with the highest ethical standards to promote:

(i) mutual trust and respect; and

(ii) an environment where business can be conducted in a fair, transparent and reasonable manner and with integrity.

(b) The Municipal Manager (Accounting Officer) must take all reasonable steps to ensure that proper mechanisms and separation of duties in the system are in place

to minimise the likelihood of fraud, corruption, favouritism and unfair and irregular practices.

(c) All members of the bid/evaluation committees as well as the secretaries to these committees must declare interest with each activity performed.

(d) An official / employee who is involved in the decision-making process must, if a conflict of interest is prevalent:

(i) Declare the interest;

(ii) Excuse himself/herself from such decision-making processes (iii)

Refrain from discussion in any matter related to such process.

(iv) Refrain from exerting any form of pressure on decision makers. (v)

Prior to the award of any contract, the BLM must ensure that neither the recommended bidder nor any of the directors are listed as companies/directors/persons restricted to do business with the Public Sector.

(e) The BLM must:

(i) Reject a proposal for award if it is determined that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

(ii) Reject a proposal for award if it is determined that the bidder or contracting party were convicted of fraud or corruption during the past five years

(iii) Reject a proposal if it is determined that the contracting party willfully neglected, reneged on or failed to comply with a government contract during the past five years

(iv) Ignore any bid from a bidder whose name appears on the national list of restricted bidders/providers/persons; and

(v) Cancel the contract allocated to a bidder for goods, services or works if it is at any time determined that corrupt or fraudulent practices were engaged in by representatives of the department and/or the provider during the acquisition or the execution of that contract.

(vi) Address any interference in the process. (sect. 118 of the MFMA)

(f) To address public complaints, different pieces of legislation were passed in recent years relating to transparency and anti-corruption measures and may the public complain in the first instance at the Municipal Manager. If not satisfied, the person may refer the complaint to the Public Protector or the Courts.

(g) Legislation that are aimed at addressing complaints and therefore preventing corruption are:

- Public Protector Act of 1998
- Corruption Act of 1994
- Protected Disclosure Act of 2000
- Promotion of Administrative Justice Act of 2000
- Promotion of Access to Information Act of 2000.

7.5 INDUCEMENTS, REWARDS, GIFTS AND FAVOURS TO MUNICIPALITY, OFFICIALS AND OTHER ROLE PLAYERS.

(a) No person who is a provider or prospective provider of goods and services to a municipality, or recipient or prospective recipient of goods disposed or to be disposed by a municipality, may either directly or through a representative or intermediary promise, offer or grant –

(i) Any inducement or reward to the municipality for or in connection with the award of a contract; or

(ii) Any reward, gift, favour or hospitality to any official of the municipality or any role player involved in the implementation of the supply chain management policy of the municipality.

(b) The accounting officer must promptly report any alleged contravention of sub regulation (a) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the national Treasury's database of persons prohibited from doing business with the public sector.

(c) Sub regulation (a) does not apply to gifts less than R350 in value.

7.6 SPONSORSHIPS

(a) The accounting officer of a municipality must promptly disclose to the National Treasury and relevant provincial treasury any sponsorship promised, offered or granted to the municipality, whether directly or through a representative or intermediary, by any person who is-

(i) A provider or prospective provider of goods or services to the municipality; or

(ii) A recipient or prospective recipient of goods disposed or to be disposed, of by the municipality.

7.7 OBJECTIONS AND COMPLAINTS.

(a) Persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within 14 days of

the decision or action a written objection or complaint to the municipality against the decision or action.

7.8 DISPUTE RESOLUTION GUIDELINES

(a) The accounting officer may appoint an independent and impartial person not directly involved in the supply chain management process of municipality to assist in the resolution of the dispute between municipality and other persons regarding:

(i) Any decision or actions taken by the municipality in implementation of its supply chain management system; or

(ii) Any matter arising from a contract awarded in the course of its supply chain management system; or

(iii) To deal with objections, complaints or queries regarding any such decisions or actions or any other matters from such contract.

- (b) The accounting officer, or any other official designated by the accounting officer, is responsible to assist the appointed person to perform his/her functions effectively.
- (c) A person must:
- (i) Strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (ii) Submit monthly report to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (d) A dispute, objection, complaint or query may be referred to the provincial treasury if-
- (i) The dispute, objection, complaint or query is not resolved within 60 days; or
 - (ii) No response is received from municipality within 60 days.
- (e) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (f) This resolution guidelines do not affect a person's rights to approach a court at any time.

7.9 CONTRACTS PROVIDING FOR COMPENSATION BASED ON TURNOVER

- (a) If a service provider acts on behalf of a municipality to provide any service or act as a collector of fees, service charges or taxes and compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the BLM.

8. NON COMPLIANCE

- (a) Non compliance to relevant legislation and this policy statement in regard to supply chain management might result in unauthorized, irregular and fruitless expenses and functionaries may incur personal liability if they are negligent in exercising their duties in terms hereof.

SUMMARY OF AUTHORITY OF PROCUREMENT POWERS OF FUNCTIONARIES Functionary Purchasing power Process

- Managers to be given powers to approve purchases up to a maximum of R10 000.00. this is subject to the condition that the Manager: Supply Chain should co-sign all the memorandum.
- All payment certificates for capital projects should be signed by the Municipal Manager & Payments above R30 000
- The appointment of the Specification and Evaluation Committees be delegated to the Chief Financial Officer with the Municipal Manager retaining the power to appoint the Adjudication Committee;
- Satellite Managers should have the power to authorize petty cash vouchers

Bid Adjudication Committee/Municipal Manager Over R200 000. Public tenders

Municipal Manager Over R 30 000 up to +R200 000

Purchases over R30 000 up to R200 000: At least 3 written quotations and

Chief Financial Officer Up to R30 000 Purchases up to R 2000: At least one written quotation.

Purchases over R 2000: At least 3 written quotations.

Petty Cash Up to R250 per transaction through the authority of the Departmental Head

Preference Point Systems or Point Scoring System

ANNEXURE SCM1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

The 80/20 Preference point system is applicable to bids (including price quotations) with a Rand value from R30000.00 to R50 million (all applicable taxes included)

	Points
Points Scored for Price	80
Points Scored for B-BBEE status level of contributor	20
Total	100

B-BBEE Status Level of Contributor	Number of Points(80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

ANNEXURE SCM2

The 90/10 Preference point system is applicable to bids (including price quotations) with a Rand value above R50 million (all applicable taxes included)

	Points
Points Scored for Price	90
Points Scored for B-BBEE status level of contributor	10
Total	100

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

B-BBEE Status Level of Contributor	Number of Points(90/10 System)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

Determine the manner in which, and the conditions under which the offers must be made

Conclude agreements

Inspect and test the supplies and services offered, or to have them inspected and tested.

Respond to queries raised by the external and internal auditors,

2.24.4 POWERS OF THE MANAGERS OF DEPARTMENTS

The Manager of a department has the power to:

To approve bids up to the amount of R 20 000.

Manage the budget that has been allocated to the department,

Submit all expenditure requirements as per the budget for the department to the acquisitioning section for approval for initiation,

Assist the acquisitioning section by rendering advice and skills in the bid process.

2.24.5 POWERS OF CHIEF FINANCIAL OFFICER

CFO has the power to approve bids up to R 30 000

Manage the budget of the municipality and approve every procurement transaction of the municipality.

Invalidate any unauthorized procurement

END OF THE POLICY