

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

**FOR
ELECTRIFICATION OF WITTEN EXT 10 (625)**

**CIDB GRADE :6EP OR HIGHER
9TH NOVEMBER 2022**

NAME OF TENDERER	:	
TENDER AMOUNT	:	



EXPANDED PUBLIC WORKS PROGRAMME

**PREPARED FOR :
BLOUBERG MUNICIPALITY**

**PREPARED BY:
MOTLA CONSULTING ENGINEERS**



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BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

CONTENTS

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender (white)
- T1.2 Tender Data (Pink)

Part T2 : Returnable Documents

- T2.1 List of returnable documents (Yellow)
- T2.2 Returnable schedules (Yellow)
- T2.3 MBD Forms (White)

THE CONTRACT

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

- C2.1 Pricing Instructions (Yellow)
- C2.2 Bills of quantities (Yellow)

Part C3: Scope of Work

- C3 Scope of Work (Blue)

Part C4 : Site Information

- C4 Site Information (Green)

Part C5 : Additional Relevant Documents

- C5.1 : Ministerial Determination 4 Expanded Works Programme (White)

Part C6 : Drawings (White)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



BLOUBERG MUNICIPALITY

**CONTRACT NO: BM08/22/23
ELECTRIFICATION OF WITTEN EXT 10 (625)**

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Suitable service providers are invited to tender for the **ELECTRIFICATION OF WITTEN EXT 10 (625)**. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable from e-tender website ,www.e-tender.gov.za

A compulsory briefing session will be held on **14th October 2022**. At Witten Satellite Office.

Completed bid documents signed by a duly authorised person, sealed in an envelope clearly marked "Tender No. BM08/22/23.: ELECTRIFICATION OF WITTEN EXT 10 (625)" must reach the undersigned by depositing it into the tender box by not later than **11H00** on the **09TH November 2022** when all tenders received will be opened in public at the Offices of Blouberg Municipality in Senwabarwana.

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

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

- Original valid Tax Clearance Certificate
 - A certified copy of Company Registration Certificate
 - Certified copy/copies of company owner(s) ID Book(s).
 - CIDB Certificate, 6EP OR HIGHER
 - B-BBEE Certificate (Sanas)
 - Copies of Appointment Letter(s) and Completion Certificate(s) of Relevant Projects
 - COIDA
 - Valid registration with Department of Labour as an electrical contractor
 - Joint Venture Agreement in cases of Joint Venture
- 3 months' municipal rates and taxes letter not in arrears for both director and company if residing at a billing municipality. If rented lease agreement with municipal rates of the landlord if residing at the village's tribal authority letter not more than three months old for both company and director

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

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

RJ RAMOTHWALA
MUNICIPAL MANAGER

T1.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

T1.2 TENDER DATA

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

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

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

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

T1.2.1

	<p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>C1.4 Adjudicator's Contract</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p>	
F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>	
F.1.4	<p>The Employer's Agent is:</p>	
	<p>Motla Consulting Engineers</p> <p>Tel: 018 000 5071</p> <p>Fax: 012 663 4039</p>	<p>P.O Box 10914</p> <p>Centurion</p> <p>0046</p>
F.1.5.1	<p>Reject or accept</p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>	
F.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p>	
F.2.1	<p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a Contractors with 6EP or Higher that meet the conditions as stipulated in the class construction work, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; with 6EP or Higher that meet the conditions as stipulated in the tender document 2. the lead partner has a Contractor grading designation in the class of construction work; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6EP or Higher that meet the conditions as stipulated in the tender document <p>class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations.</p>	

F.2.2	Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.	
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	
F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.	
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.	
F2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.	
F.2.7	The arrangements for a compulsory site meeting are:	
	Date: 14th October 2022 Starting time: 14h00	Location: Offices of Blouberg Municipality in Senwabarwana
F.2.10	Pricing the tender State the rates and prices in Rand.	
F.2.11	Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.	
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.	
F2.13.3	Tender offer communicated on paper shall be submitted as an original.	
F.2.13.5	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:	
	Tender No: BM08/22/23: ELECTRIFICATION OF WITTEN EXT 10 (625).	
	Closing date and time: Closing date: 09TH November 2019 Closing Time: 11H00	

T1.2.3

	Location of Tender box: Reception , Blouberg Municipal Offices
	Physical address: 2nd Bulding Mogwadi/Senwabarwana Road, Senwabarwana
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
F2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender offer validity period is 90 Days.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document. The tenderer is to submit to the employer before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.23	The tenderer is required to submit with his tender: (1) Tax Clearance Certificate issued by the South African Revenue Services; and (2) an original or certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. (3) In case of Joint Venture – the Joint Venture Agreement.
F.3.4	The time and location for opening of the Tender offers are: Closing date: 09th November 2022 Closing Time: 11H00 Location: BLOUBERG MUNICIPALITY Offices,
F3.11	Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette 40553 dated 20 th January 2017. <u>First stage –Compliance to administrative requirements</u> Bidders will be evaluated on the following administrative compliance: <ul style="list-style-type: none"> ➤ Valid Tax Clearance Certificate or proof of SARS TCP PIN ➤ Company registration Certificate ➤ COIDA ➤ Valid registration with Department of Labour as an electrical contractor ➤ Attendance of compulsory Briefing Session ➤ Certified Copies of Company Owner’s ID Book(s) not older than 3 months ➤ 3 months’ municipal rates and taxes letter not in arrears for both director and company if residing at a billing municipality. If rented lease agreement with municipal rates of the landlord if residing at the villages tribal authority letter not more than three months old for both company and director

T1.2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- **Relevant CIDB Grading (6EP OR HIGHER)**
- **B-BBEE Certificate (for preferential points)**
- **Signed Audited Annual Financial Statements for 3 consecutive years**
- **Letter of intent to sub-contract**
- **Authority for Signatory**
- **Completion of Form of Offer**
- **Completion and Compliance with Addendum**
- **Joint Venture Agreement (if applicable)**
- **Completion of Schedule of Quantities**
- **Insurance Statement**
- **Completion of MBD Forms**
- **The Central Supplier Data Base (CSD)**

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

Scoring of Functionality:

Functionality Evaluation Criteria

Functionality will be as follows

- *Company Reputation and Reference* 40%
- *Management and key staff experience* 35%
- *Financial capacity* 5%
- *Plant and equipment* 10%

• Company Reputation and References

SCORING CRITERIA

COMPANY EXPERIANCE	WEIGHT	RATING
<ul style="list-style-type: none"> • Successful completed projects of similar nature of above R10,000,000 at least 10 or more • Appointment letters • Completion letters 	40	<ul style="list-style-type: none"> • Excellent = 5 • Very good = 4 • Good = 3 • Fair = 2 • Poor = 1

MAXIMUM POINTS 25

• Management and Key Staff

Bidders must submit the certified copies of the certificates

Management and key staff	Weight	Rating
<p>PROJECT MANAGER</p> <ul style="list-style-type: none"> • At least Degree in project management or (BSc Elec Eng., B-tech Elec Eng.). With Successive five (5) years' Experience in construction of projects of similar nature 	15	<ul style="list-style-type: none"> • Excellent = 5 • Very good = 4 • Good = 3 • Fair = 2 • Poor = 1
<p>SITE AGENT</p> <ul style="list-style-type: none"> • At least national diploma in Electrical engineering and successive five (5) years' experience in construction of projects 	10	<ul style="list-style-type: none"> • Excellent = 5 • Very good = 4 • Good = 3 • Fair = 2 • Poor = 1
<p>FOREMAN</p> <ul style="list-style-type: none"> • Trade Test Certificate 5 -Years Registration • Wireman's License 5 -Years Registration and successive five (5) years' experience of projects of similar nature 	5	<ul style="list-style-type: none"> • Excellent = 5 • Very good = 4 • Good = 3 • Fair = 2 • Poor = 1
<p>HEALTH AND SAFETY</p> <ul style="list-style-type: none"> • Certificate in occupational health and safety with three years' experience or similar 	5	<ul style="list-style-type: none"> • Excellent = 5 • Very good = 4 • Good = 3 • Fair = 2 • Poor = 1
MAXIMUM POINTS	35	

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

• **PLANT AND EQUIPMENT**

Plant and equipment	weight	Rating
At least 1 X Crane Truck-Owned or Hired- Submit Rental Letter-Certified.	10	<ul style="list-style-type: none"> • All 4 -Excellent = 5 • 3-Very good = 4 • 2-Good = 3 • 1-Fair = 2 • 0-Poor = 1
At least 1x Rock Driller-Owned or Hired- Submit Rental Letter-Certified.		
At least 1 x LDV Bakkies - Owned , Company Registered or Company Owners Name Registered		
At least 1 x Transportation of Workers -Owned, Company Registered or Company Owners Name Registered		
Maximum points	90	

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

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

The minimum score required for functionality is 70%, and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system.

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

- **Copy of Appointment Letter for current projects, and**
- **Certified Copy of Completion Certificate.**
- **Certified Copy of Qualifications**
- **Certified Copies of E-NATIS Certificates.**

T1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Step 1: Calculation of points for Price

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for price of the bid or tender under consideration
Pt = Price (Rand value) of bid or tender under consideration
Pmin = Price (Rand value) of the lowest acceptable bid or tender

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

Step 2: Calculation of points for B-BBEE status level of contributor

Points shall 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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 10 points for B-BBEE.

The points scored for price shall be added to the points scored for B-BBEE status level of

	<p>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>
F 3.9	<p>Arithmetical errors</p> <p>Check responsive tender offers for arithmetical errors, correcting then in the following manner</p> <p>a) Where there is a discrepancy between the amounts in figures and in words the amount in words shall govern</p> <p>b) If bills of quantity (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and quantity, the line item total shall govern and the rates shall be corrected, where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern and the unit rate shall be corrected</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer s addition of prices the total of the price shall govern and the tenderer will be asked to revise selected item prices(and their rates if bills of quantities apply) to archive the tendered total of the prices</p>
F.3.11.2	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The financial offer will be scoring using Formula 2 (option 1) in Table F1 where the value of W1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or Higher</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals of is less than R 50 000 000.</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>

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

T1.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all Tenders 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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

5. TENDER DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution..... = (Maximum of 10 or 20 points)

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

T1.2.9

- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the Tendering process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alter am partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

T1.2.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

WITNESSES:

1.

2.
.....

SIGNATURE OF TENDERER

DATE.....

ADDRESS
.....
.....

ATTACH B-BBEE VERIFICATION CERTIFICATE

T1.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY**CONTRACT NO: BM08/22/23****ELECTRIFICATION OF WITTEN EXT 10 (625)****T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

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

Returnable Documents that will be incorporated into the contract

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

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

Name	Identity Number	Personal Income Tax Number

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

- 5. Particulars of companies and close corporations:**

Company Registration Number:

Close Corporation Number:

Tax reference Number:

T2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. Record in the service of the state:

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

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

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

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

Name of Tenderer..... Date:

Signature..... Position:

Full name of signatory.....

T2.2.2

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

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Shareholders register

3. For Joint Venture Agreements

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

T2.2.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication 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

Name of Tenderer..... Date:

Signature..... Position:

Full name of signatory.....

T2.2.4

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : _____

Contact number : _____

Office address : _____

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

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

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE :

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.....

2.

T2.2.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

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

T2.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

T2.2.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D PREFERENCE SCHEDULE

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

The acceptable Tenderer obtaining the highest number of points will be awarded the contract. For Tenders with a Tender amount equal to or below R 500 000 a maximum of 80 points is allocated for price and a maximum of 20 points for meeting specific goals, which may include HDI equity, SMME status, job creation and local (South African) content. For Tenders with a Tender amount above R 500 000 a maximum of 90 points is allocated for price and a maximum of 10 points for meeting specific goals.

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

DEFINITIONS

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

“Council” refers to the **BLOUBERG MUNICIPALITY**.

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

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

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

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

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

T2.2.8

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

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

1. Technical adjudication and General Criteria

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

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

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

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

T2.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. Size of enterprise and current workload

Evaluation of the Tenderers' position in terms of:

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

3. Staffing profile

Evaluation of the Tenderers' position in terms of:

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

4. Previous experience

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

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

5. Financial ability to execute the contract:

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

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

6. Good standing with SA Revenue Services

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

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

T2.2.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. Penalties

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

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

8. HDI Status

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

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

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

The following is applicable to calculate points for price in respect of tenders with a value between R200,000-01 (VAT incl) and R 500,000-00 (VAT incl)		The following is applicable to calculate points for price in respect of tenders with a value above R 500,000-01 (VAT incl).	
80	Potential points for price & functionality	90	Potential points for price & functionality
10	Potential points for 50% or more equity owned by Historically Disadvantaged Individuals	5	Potential points for 50% or more equity owned by Historically Disadvantaged Individuals
5	Potential points for equity owned by women	3	Potential points for equity owned by women

T2.2.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5	Potential points for being situated within the Council's area of jurisdiction	2	Potential points for being situated within the Council's area of jurisdiction
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I/we apply on behalf of my/our firm for a preference based on:

NON-JOINT VENTURES

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

JOINT VENTURES

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

T2.2.12

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

NOTE

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

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

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

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

5. Tender preferences claimed:

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

T2.2.13

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

6. Declaration with respect to preferences claimed in respect of HDI, women and locality:

6.1 List all shareholders by name, identity number, citizenship, status, ownership, as relevant

Name	ID Number	Date obtained South African citizenship	HDI status				Youth Yes/No	Percentage equity ownership, or in the case of a joint venture, the percentage of the contract to be managed or executed by targeted persons (%)
			No franchise in national elections (black persons)		Women Yes/No	Disabled person Yes/No		
			PPG (African)	Coloured, Indian				

6.1.2 How long has the entity been in existence ?

6.1.3 Describe principal business activities:

.....

T2.2.14

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

6.2 Declaration in respect of claim for preference in respect of disabled person

Complete the following with respect to claims for equity ownership relating to disabled persons:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax:

Date:

T2.2.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E SCHEDULE OF PREVIOUS EXPERIENCE

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

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: Date:

Signature:

Full name of signatory:

T2.2.16

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

FORM F SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: Date:

Signature:

Full name of signatory:

T2.2.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES	Tender No:
	Closing Date:

**DECLARATION OF GOOD STANDING REGARDING TAX
PARTICULARS**

1. Name of Taxpayer/Tenderer:	
2. Trade Name:	
3. Identification Number: (If applicable)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
4. Company / Close Corporation registration number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
5. Income Tax reference number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
6. VAT registration number: (If applicable)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
7. PAYE employer's registration number: (If applicable)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
8. Monetary value of Bid:	<input style="width: 100%;" type="text"/>

DECLARATION

I, the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

(i) Have been satisfied in terms of the relevant Acts; or

(ii) That suitable arrangements have been made with the Receiver of Revenue..... To satisfy them.*

..... SIGNATURE CAPACITY DATE
---------------------------	--------------------------	----------------------

PLEASE NOTE:* The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

ATTACH ORIGINAL TAX CLEARANCE CERTIFICATE

THE CERTIFICATE MUST NOT BE OLDER THAN 12 MONTHS

T2.2.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that I (Name)

duly authorised representative of(Tenderer)

Address:

Date:

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

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

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

REPRESENTATIVE OF EMPLOYER

REPRESENTATIVE OF TENDERER

T2.2.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I PROPOSED KEY PERSONNEL

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

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

Name of Tenderer:

Date:

Signature:

Full name of signatory:

T2.2.21

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

FORM J SCHEDULE OF PLANT AND EQUIPMENT

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

Name of Tenderer: Date:

Signature:

Full name of signatory:

T2.2.22

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

FORM K SCHEDULE OF PROPOSED SUB-CONTRACTORS

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

Name of Tenderer: Date:

Signature:

Full name of signatory:

T2.2.23

<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <i>Contractor</i>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <i>Witness 1</i>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <i>Witness 2</i>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <i>Employer</i>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <i>Witness 1</i>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <i>Witness 2</i>
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FORM L FINANCIAL REFERENCES

FINANCIAL STATEMENTS

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

DETAILS OF TENDERERS BANKING INFORMATION

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

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

Name of Tenderer: Date:

Signature:

Full name of signatory:

T2.2.24

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

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

T2.3 MBD FORMS

T2.3

[Empty box for Contractor signature]

Contractor

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

[Empty box for Employer signature]

Employer

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2



MBD 1

INVITATION TO BID

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

BID NUMBER: **BM08/22/23** CLOSING DATE: 09TH NOVEMBER 2022 CLOSING TIME: 11H00
DESCRIPTION: ELECTRIFICATION OF WITTEN EXT 10 (625)

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

BID DOCUMENTS MAY BE POSTED TO:

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

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Municipal Offices in Senwabarwana Blouberg 0790

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

The bid box is generally open 7:45h00 to 16h30 a day, 7 days a week.

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

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

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

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

..... [insert any other criteria]

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

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER.....

VAT REGISTRATION NUMBER

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

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

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

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

Contact Person: W KGOWA

Tel: 015-505 7100

Fax: 015-505 0568

ANY REQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: MJ MALEKA

Tel: 015-505 7100

Fax: 015-505 0568

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT

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

APPLICATION FOR TAX CLEARANCE CERTIFICATE

(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:
2. Trade name:
3. Identification number:

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4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
7. PAYE employer's registration number (if applicable):

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

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code... Number:

Address:

.....

.....

DATE: 20___ / ___ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....

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

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

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

3.8.1 If so, furnish particulars.

.....
.....

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

3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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);
- (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:

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

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 CONTRIBUTOR

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

5. 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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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 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
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE
ADDRESS
.....
.....

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 production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

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

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

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

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

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

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

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity 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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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.

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

3. 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.
4. 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 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
5. 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.
6. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
7. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

9. 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:

CONTRACT FORM - RENDERING OF SERVICES

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

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

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
(i) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
(ii) General Conditions of Contract; and
(iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

1 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM 2.2.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- b) 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
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) 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.
- e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of

(Name of Bidder)

that:

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:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;

- b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.

[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]

Signature

Date

Position

Name of Bidder

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

C. THE CONTRACT

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

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

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Additional Documentation

- C5 Additional Documentation

C1

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

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

C1 AGREEMENTS AND CONTRACT DATA

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

C1.1

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

.....

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____

Name
Date

C1.2

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

Signature(s)		
Name(s)		
Capacity		
For the tenderer		
	(Name and address of organisation)	
Name & Signature Of Witness		
	Name	Date

C1.3

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

SCHEDULE OF DEVIATIONS

Notes:

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

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

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

C1.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

C1.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

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

PART 1: Data provided by the Employer

Clause	Data
1.1.14	The Name of the Employer is BLOUBERG MUNICIPALITY
1.2.2	The address of the Employer is: Private Bag 1593 Senwabarwana 0826 Telephone: 015 811 5500 Facsimile: 015 812 2068
1.1.15	The name of the Engineer is Motla Consulting Engineers
1.2.2	The address of the Engineer is: P.O Box 10914 Centurion 0046 Telephone: 018 000 5071 Facsimile: 012 663 4039
1.6	The special non-working days are the official builder's holiday plus all statutory public holidays.
38	The year end break commences on 16th December and the first Monday of the subsequent year.
7	The time to deliver the Deed of Guarantee is 14 days.
7	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
7	The liability of the guarantee shall be 10 %.
10	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
12.2	The Contractor shall deliver his programme of work within 14 days.
35.1.1.2.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.

C1.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

35.1.1.2.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
35.1.3	The limit of indemnity for liability insurance is R 10, 000, 000.00
42.1	The Works shall be completed within 32 weeks.
43.1	The penalty for failing to complete the works is R 2000.00 per day.
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %.
49.3	The percentage retention on the amounts due to the Contractor is 10 %.
49.3	The limit of retention money is 10 % of the contract value.`
53.1	The Defects Liability Period is 12 months.
	The variations to the General Conditions of Contract
4.5.2	Replace the term "Safety" with "Occupational Health and Safety"
49.6.1 to 4.9.6.3	Replace the term "Bank" with " Bank of Insurance Company"
55.1.8	Replace sub-clause with" The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
42.3.2	<p>The additional clauses to the General Conditions of Contract are:</p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p>

C1.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
42	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>
	<p>Payment for labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</p>
	<p>Linkage of payment for labour-intensive component of works to submission of project data</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>Applicable Labour Laws</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>

C1.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 1: DATA PROVIDED BY THE CONTRACTOR

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

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

Clause	Data
<p>1.8</p> <p>1.2.2</p>	<p>The Contractor is:</p> <p>Name:</p> <p>The Address of the Contractor is:</p> <p>Address (physical):</p> <p style="padding-left: 100px;">.....</p> <p>Address (postal):</p> <p>Telephone: Facsimile:</p> <p>E-mail:</p>
37.2.2.3	The percentage allowance to cover overhead charges is 14%.
42.1	The Works are to be completed within 20 weeks.

C1.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

TENDER NO. BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

WHEREAS

at.....
(Hereinafter referred to as "the Employer")

entered into, on the Day of2022, at

a Contract with

at

(Hereinafter called "The Contractor")

for the construction of

.....

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

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

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

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

C1.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

IN WITNESS WHEREOF this guarantee has been executed by us at on
this..... day of 2022.

As witnesses:

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

C1.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

THIS AGREEMENT made at _____

On this the _____ day of _____ in the year _____

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

in _____ his _____ capacity _____ as

and

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

in _____ his _____ capacity _____ as

WHEREAS the Employer is desirous that certain works be constructed, viz CONTRACT: **TENDER NO. BM01/19/20: KROMHOEK INTERNAL STREET AND STORMWATER PHASE 5**

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold well from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either

C1.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
- (b) the date of termination of the Contract in terms of Clauses 9.1 of the GCC.

3 The Mandatory declares himself to be conversant with the following:

- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

C1.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1

NAME 1
(IN CAPITALS)


SIGNED FOR AND ON BEHALF OF THE MANDATORY:


WITNESS 1


NAME 1
(IN CAPITALS)


C1.14



Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

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

An example is given below:

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

Mr/Ms _____ whose
signature

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

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE : _____

SIGNATURE OF SIGNATORY :

WITNESS 1

NAME 1
(IN CAPITALS)

C1.15

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY**CONTRACT NO: BM08/22/23****ELECTRIFICATION OF WITTEN EXT 10 (625)****C2.1 PRICING INSTRUCTIONS**

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

C2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.

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

C2.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BLOUBERG LOCAL MUNICIPALITY
 CONTRACT NO:
 ELECTRIFICATION OF WITTEN EXT 10**

SUMMARY - BILLS OF QUANTITIES		
ITEM	DESCRIPTION	AMOUNT
1	BILL NO 1 : PRELIMINARY AND GENERAL	R -
2	BILL NO 2 : MEDIUM VOLTAGE INSTALLATION (11kV)	R -
3	BILL NO 3 : POLE TRANSFORMER INSTALLATION	R -
4	BILL NO 4 : LV INSTALLATION - BACKBONE	R -
5	BILL NO 5 : LV INSTALLATION - SERVICE CONNECTIONS	R -
6	BILL NO 6 : PROVISIONAL AMOUNTS	R 221 800,00
7	SUBTOTAL A	
8	CONTINGENCIES	10%
9	SUBTOTAL B	
10	PLUS VAT	15%
11	GRAND TOTAL	

ITEM	DESCRIPTION	Eskom D-DT	UNIT	QTY	RATE	AMOUNT
	Bill No 1					
	<u>PRELIMINARY AND GENERAL</u>					
1,1	<u>CONTRACTUAL REQUIREMENTS</u> Administrative General		sum	1		R -
1,2	<u>SITE ESTABLISHMENT</u> Contractor's yard / fencing Offices Stores Sanitary facilities Water supply Electricity supply Communications Contract name board Other notice boards (as per contract) Security (guarding)		sum	1		R -
1,3	<u>GENERAL COSTS</u> Insurance Critical path / schedule "As-installed" drawings Test and commissioning of the complete works Bush clearing (for the complete works) Complete clean-up of the site after completion Pegging and surveying Safety File and Compliance with OSH ACT		sum	1		R -
1,4	Other items which the contractor deems necessary for the successful completion of the contract. Transport and accommodation		sum	1		R -
TOTAL BILL 1 - PRELIMINARY & GENERAL COST						R -
CARRY AMOUNT OVER TO SUMMARY - BILLS OF QUANTITIES						R -

ITEM	DESCRIPTION	Eskom D-DT	UNIT	QTY	RATE	AMOUNT
Bill No 2						
<u>MEDIUM VOLTAGE INSTALLATION (11kV)</u>						
<u>POWER LINE ASSEMBLIES (Wooden Poles)</u>						
2,1	22kV intermediate assembly Staggered vertical 600 spacing	1870				
	Supply		ea	58		
	Install		ea	58		
2,2	22kV strain assembly (0) Vertical 600mm spacing	1743				
	Supply		ea	8		
	Install		ea	8		
2,3	22kV medium angle strain assembly (0-60) Vertical 600mm spacing	1744				
	Supply		ea	38		
	Install		ea	38		
2,4	22kV angle strain assembly (60°-90°) Vertical 600mm spacing	1745				
	Supply		ea	4		
	Install		ea	4		
2,5	22kV terminal assembly Vertical 600mm spacing	1746				
	Supply		ea	2		
	Install		ea	2		
2,6	22kV tee-off from vert configuration	1804				
	Supply		ea	2		
	Install		ea	2		
2,7	Inline huk-link assembly	1850				
	Supply		ea	1		
	Install		ea	1		
2,8	Power line wooden pole, 11m long (160-180mm top diam)	0051				
	Supply		ea	110		
	Install		ea	110		
2,9	Stay assembly on 11m pole c/w steel wire, 7/4.0 stay wire, 20mm stay rod, stay plate, guy grips, stay insulator, etc	0341				
	Supply		ea	32		
	Install		ea	32		
2,10	Strut assembly compl (Pole excl, pole planting incl)	0351				
	Supply		ea	16		
	Install		ea	16		
2,11	Code Name "FOX"	3136				
	Supply		m	8350		
	Install		m	8350		
2,12	Bonding of MV Structures Bonding of MV Structures as per D-DT-0310 complete with 3x3.35 1100MPA Steel Wire Strand	0310				
	Supply		ea	110		
	Install		ea	110		
2,13	Pole Numbering Provide pole numbering 2m above ground level with 15mm punch on 60mm x 80mm x 1mm aluminium plate and fix with 2 x clout nails					
	Supply		ea	110		
	Install		ea	110		
CARRY FORWARD TO NEXT PAGE						

ITEM	DESCRIPTION	Eskom D-DT	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD FROM PREVIOUS PAGE						
<p><u>EXCAVATIONS</u></p>						
<p>Per pole hole, contractor to make own assessment of the % pickable able / soft rock / hard rock split during the site visit and inspection.</p>						
2,12	Per pole hole 11m wooden pole 1,8m planting depth		ea	110		
2,13	Per stay hole 11m wooden pole		ea	32		
2,14	Per strut hole 11m wooden pole		ea	16		
2,15	Provisional amount for Medium Voltage Installation requirements not covered above and yet to be confirmed			1		
<p><u>Note</u> : Provisional Amount Will Only Be Used With The Written Consent And Authorization Of The Engineer and/or Client</p>						
TOTAL BILL 2 - MEDIUM VOLTAGE INSTALLATION CARRY AMOUNT OVER TO SUMMARY - BILLS OF QUANTITIES						

ITEM	DESCRIPTION	Eskom D-DT	UNIT	QTY	RATE	AMOUNT
	Bill No 3					
	<u>POLE TRANSFORMER INSTALLATION</u>					
3,1	Pole structure with transformer platform c/w 1 x 11m (180-199) wooden pole + 1 x 9 m (160-179) wooden pole	1861				
	Supply (poles measured elsewhere)		ea	16		
	Install		ea	16		
3,2	200 KVA Conventional Pole Transformer as specified c/w 3 phase surge arrester set					
	Supply		ea	12		
	Install		ea	12		
3,3	3 Phase fuse drop out link assembly complete, mounted on cross-arm above transformer, including Fox droppers from 11kV line through FCO's and SA's terminated onto transformer	1849				
	Supply (Fox excluded)		set	12		
	Install		set	12		
3,4	Pole TRF LV Distribution Box with brackets as specified, etc.					
	Circuit breakers 1 x 200 A 25 kA 3 pole					
	Supply		ea	22		
	Install		ea	22		
3,6	MV Earthing on transformer complete including 16mm ² PVC insulated earth & 16mm ² bare earth, crow foot with 4 x 1.5m earth spikes and connections	3066				
	Supply		ea	12		
	Install		ea	12		
3,7	LV Earthing on transformer complete including 16mm ² PVC insulated earth & 16mm ² bare earth, LV surge arrestors as specified, crow foot with 4 x 1.5m earth spikes and connections as specified	3066				
	Supply		ea	12		
	Install		ea	12		
3,8	Power line wooden pole, 11m long (180-199mm top diam)	0051				
	Supply		ea	12		
	Install		ea	12		
3,9	Power line wooden pole, 9m long (160-180mm top diam)	0055				
	Supply		ea	12		
	Install		ea	12		
3,10	Transformer earth resistance test (MV and LV)		ea	12		
3,11	Testing and commissioning per transformer area		ea	12		
3,12	Transformer numbering					
	Number Transformers on Trfr pole 2m above ground level - TRF 7 EXT 1 and fix with 2 x clout nails: Sheet metal, Yellow painted with black letters - 50mm x 350mm, Letter size to be 28 mm x 15 mm					
	Supply		ea	12		
	Install		ea	12		
	<u>EXCAVATIONS</u>					
	Per pole hole, contractor to make own assessment of the % pickable able / soft rock / hard rock split during the site visit and inspection.					
3,13	Per pole hole 11m wooden pole 1,8m planting depth		ea	12		
3,14	Per pole hole 9m wooden pole 1,2m planting depth		ea	12		
3,15	Provisional amount for Pole Transformer Installation requirements not covered above and as yet to be confirmed Transformers			1		
3,16	100kVA 3 ph transformer Supply		ea	9		
3,17	50kVA 3ph transformer supply		ea	2		
3,18	32kVA 2 ph transformer Supply		ea	1		
3,19	100kVA 3 ph transformer. Install		ea	9		
3,2	50kVA 3ph transformer. Install		ea	2		
3,21	32kVA 2 ph transformer Supply		ea	1		
	Note : Provisional Amount Will Only Be Used With The Written Consent And Authorization Of The Engineer and/or Client					

ITEM	DESCRIPTION	Eskom D- DT	UNIT	QTY	RATE	AMOUNT
	TOTAL BILL 3 - POLE TRANSFORMER INSTALLATION CARRY AMOUNT OVER TO SUMMARY - BILLS OF QUANTITIES					

ITEM	DESCRIPTION	Eskom D-DT	UNIT	QTY	RATE	AMOUNT
Bill No 4						
<u>LV INSTALLATION : BACKBONE</u>						
<u>POWER LINE ASSEMBLIES</u>						
4,1	ABC Suspension Assembly (0°-30°)	1100				
	Supply		ea	313		
	Install		ea	313		
4,2	ABC terminal assembly	1120				
	Supply		ea	60		
	Install		ea	60		
4,3	ABC (0°-60°) strain assembly	1121				
	Supply		ea	22		
	Install		ea	22		
4,4	ABC (60°-90°) strain assembly	1122				
	Supply		ea	24		
	Install		ea	24		
4,5	ABC T-Off assembly	1140				
	Supply		ea	16		
	Install		ea	16		
4,6	ABC Earthing onto pole and 1.5m earth spike	3,333				
	Supply		ea	60		
	Install		ea	60		
4,7	3 x 70mm ² + N ABC termination onto transformer LV DB via LV Fuse Holder Set with 160A Fuses	0309 & 3182				
	Supply		ea	22		
	Install		ea	22		
4,8	Power line wooden pole, 9m (120-139mm)	0055				
	Supply		ea	435		
	Install		ea	435		
4,9	3 x 70mm ² + Bear Neutral ABC					
	Supply		m	1180		
	Install		m	1180		
4,10	Stay assembly on 9m pole c/w steel 3/3.35 stay wire, 20mm stay rod, stay plate, guy grips, stay insulator, etc	0341				
	Supply		ea	135		
	Install		ea	135		
4,11	Pole strut assembly (pole excl, pole planting incl)	0342				
	Supply		ea	42		
	Install		ea	42		
4,12	Split meter pole top box complete as specified : 4 way					
	Supply (Meter excluded)		ea	135		
	Install		ea	135		
4,13	Split meter pole top box complete as specified : 2 way					
	Supply (Meter excluded)		ea	71		
	Install		ea	71		
4,14	Numbering of LV poles Provide pole number 2m above ground level with 15mm punch on 60mm x 80mm x 1 mm aluminium plate and fix with 2 x clout nails on LV poles					
	Supply		ea	435		
	Install		ea	435		
CARRY FORWARD TO NEXT PAGE						

ITEM	DESCRIPTION	Eskom D-DT	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD FROM PREVIOUS PAGE						
4,15	3 x 95mm ² + Bare Neutral ABC conductor Supply Install		m m	400 400		
<p><u>EXCAVATIONS</u> Per pole hole, contractor to make own assessment of the % pickable able / soft rock / hard rock split during the site visit and inspection.</p>						
4,16	Per pole hole 9m wooden pole 1,5 m planting depth		ea	435		
4,17	Per stay hole 9m wooden pole		ea	135		
4,18	Per strut hole 9m wooden pole		ea	42		
4,19	Provisional amount for Low Voltage Installation requirements not covered above and yet to be confirmed			1		
<p><u>Note</u> : Provisional Amount Will Only Be Used With The Written Consent And Authorization Of The Engineer and/or Client</p>						
TOTAL BILL 4 - LV INSTALLATION : BACKBONE CARRY AMOUNT OVER TO SUMMARY - BILLS OF QUANTITIES						

ITEM	DESCRIPTION	Eskom D-DT	UNIT	1549 Conn	RATE	TOTAL AMOUNT
Bill No 5						
<u>LV INSTALLATION : SERVICE CONNECTIONS</u>						
<u>POWER LINE ASSEMBLIES</u>						
5,1	Overhead 4mm ² x 3 core Split concentric conductor (Airdac) with 2 x pilot wires as specified Supply Install		m m			
5,1	Overhead 6mm ² x 3 core Split concentric conductor (Airdac) with 2 x pilot wires as specified Supply Install		m m	15625 15625		
5,2	Airdac stringing, direct to nearest house, +/- 25 m, (as per drawing), including 2 airdac terminations Exact airdac length as per contractor's own assessment Supply (Airdac measured elsewhere) Install		ea ea	625 625		
5,3	Airdac stringing, via 7m pole to farthest house, +/- 45 m, (as per drawing), c/w 2 airdac terminations and assembly Exact airdac length as per contractor's own assessment Supply (Airdac measured elsewhere) Install		ea ea	32 32		
5,4	Ready board as specified on rails complete with CIU Unit Supply Install		ea ea	625 625		
5,8	20A Split Meter complete Supply Install		ea ea	625 625		
5,9	House number on house as well as on MCB in pole top box Supply Install		ea ea	625 625		
5,10	Testing and commissioning including COC Supply Install		ea ea	625 625		
5,11	Wooden pole 9m (120 - 139mm) c/w eyebolt and eyenut. Supply Install	0055	ea ea	625 625		
5,12	Wooden pole 5m (100 - 119mm) c/w eyebolt and eyenut. Supply Install	0058	ea ea	32 32		
<u>EXCAVATIONS</u>						
Per pole hole, contractor to make own assessment of the % pickable able / soft rock / hard rock split during the site visit and inspection.						
5,12	Per pole hole 9m wooden pole 1,5 m planting depth		ea	625		
5,13	Per pole hole 5m wooden pole 1,0 m planting depth		ea	32		
TOTAL BILL 5 - LV INSTALLATION : SERVICE CONNECTIONS						
CARRY AMOUNT OVER TO SUMMARY - BILLS OF QUANTITIES						

ITEM	DESCRIPTION	Eskom D-DT	UNIT	QTY	RATE	AMOUNT
Bill No 6						
<u>PROVISIONAL AMOUNTS</u>						
6.1	Provisional amount for training and PPE		sum	1	R 100 000,00	R 100 000,00
6.2	Provisional amount for project information board		each	2	R 10 000,00	R 20 000,00
6.3	Provisional amount for Safety Agent requirements		sum	1	R 60 000,00	R 60 000,00
6.4	Provisional amount for Community Liaison Officer (CLO). (R5 500 + R500 Airtime)		month	8	R 3 900,00	R 31 200,00
6.5	Provisional amount for Project Management Co-ordinator (PMC/PLC) - (4 members). (R500/sitting/month for 4 people) (Refreshments for PSC meetings)		month	8	R 1 325,00	R 10 600,00
<p>Note:</p> <p>All of the Provisional Amounts are for use by the Blouberg Local Municipality and is not intended to cover any cost from the contractor.</p> <p>The Provisional Amounts is subjected to approval by the Engineer.</p>						
TOTAL BILL 6 - PROVISIONAL AMOUNTS						
CARRY AMOUNT OVER TO SUMMARY - BILLS OF QUANTITIES						

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

C3 SCOPE OF WORK

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

C 3.1 DESCRIPTIONS OF WORKS

C3.1.1 Client's Objective

The Clients objective is to make sure that all stands provided for in the area be electrified.

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

C3.1.2 Overview of the Works

The work entails ELECTRIFICATION OF WITTEN EXT 10 (625)

C3.1.3 Extend of the Works

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

C3.1

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

- Site establishment,
- Setting out of works
- Construction of Overhead MV power lines and
- Pole transformer units.
- Construction of Overhead LV ABC reticulation and
- Installation of Overhead service connections.
- Split Pre-paid Meter Installations.
- Associated earthing installation.
- Co-ordination and supervising of inspections, tests and hand overs.

C3.1.3 Location of the Works

The project is located in Witten.

C3.1.4 Construction program

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

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

C3.1.5 Change in works

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

C3.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

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

C3.2.2 Drawings

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

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

The applicable drawings are at the end of this book

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

C3.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3 PROCUREMENT

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

C3.4 SUB-CONTRACTING

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

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

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

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

C3.5 CONSTRUCTION

C3.5.2 Plant and materials

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

C3.5.3 Construction Equipment

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

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

C3.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 3.5.4 Existing Services

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

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

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

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

C3.5.5 Site Establishment

- Source of Water Supply

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

- Sources of power supply

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

- Location of camp and depot

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

C3.5

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

- Sanitary facilities

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

- Temporary offices

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

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

- Laboratory facilities

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

- Sanitary facilities

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

- Name Boards

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

- Survey assistant and equipment

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

C3.5.6 Site Usage

- Ground and access to the works

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

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

C3.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

▪ Care, damage and protection

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

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

▪ Survey beacons

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

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

▪ Blasting

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

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

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

C3.7

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

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

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

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

▪ Protection of existing vegetation

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

▪ Access to individual erven

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

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

▪ Use of construction vehicles and equipment

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

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

C3.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.6 MANAGEMENT

C3.6.1 Management of the Works

- Planning and programme

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

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

C3.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

▪ Setting out of the works

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

▪ Excavation of works & safety

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

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

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

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

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

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

▪ Inspection by engineer

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

C3.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

▪ Employment of local labour

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

All labourers are to be sourced from Kromhoek within Blouberg Municipal area of jurisdiction and a minimum of 50 local labours have to be employed for the duration of the project and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be R 150 per day. This will be payable by the Contractor on monthly basis.

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

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

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

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

▪ Site Meetings

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

▪ Communication

The Engineer's representative on this project will be: **Mr Tobie Gouws**

Contact No: **082 872 4127**

The contact person for the Employer is: **Mr MW Kgowa**

Contact No: **015 505 7100**

▪ Daily Records

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

C3.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

▪ Compliance with applicable laws

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

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

▪ Payment Certificates

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

▪ Clearance of site

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

▪ Termination of Contract

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

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

C3.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

C3.7 HEALTH AND SAFETY

- **Health & Safety Issues**

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

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

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

C3.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

▪ Accommodation of traffic

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

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

▪ Reporting of accidents

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

PROJECT SPECIFICATIONS

C3.14

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

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

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

B2 SECTION 1100: DEFINITIONS AND TERMS

B1156 LABOUR-OPTIMISING CONSTRUCTION

ADD THE FOLLOWING NEW CLAUSE:

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

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

C3.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B3. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

ADD THE FOLLOWING NEW PARAGRAPH:

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

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

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

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

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

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

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

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

(b) Programme of work for rehabilitation work

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

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

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

Add the following at the end of this clause:

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

C3.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Add the following:

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

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

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

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

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

(e) Materials on the site

Add the following:

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

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

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

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

Method (ii) (Critical path method)

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

C3.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

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

RAINFALL RECORDS IN BLOUBERG

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

C3.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Add the following sub clause:

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

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

REPLACE THE FOURTH PARAGRAPH WITH THE FOLLOWING:

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

B1227: MONTHLY SITE MEETINGS

ADD THE FOLLOWING:

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

B1228: LEGAL PROVISIONS

ADD THE FOLLOWING NEW PARAGRAPHS:

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

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

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

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

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

B1229: CEMENT

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

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

C3.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

CEMENT TYPE	CEM 1		CEM II A - M	CEM II A - S	CEM II B - S	CEM II A - L	CEM II A - V	CEM II B - V	CEM III A	
CEMENT GRADE	52,5	42,5R	42,5			32,5				
Alpha	Rapid Hard	-	Portland Cement	-	-	-	All Purpose Cement	All Purpose Cement	Building Cement	-
Alpha Swaziland	-	-	-	-	-	-	-	-	Multi Purpose Cement	-
Lafarge	Duracast	-	Duratech	Powercrete	-	-	-	-	Buildcrete 32,5	-
NPC	-	Eagle Super	-	-	Eagle Plus/ Premium	Eagle Plus	-	-	-	Eagle Pro
PPC	Rapo	Rapo	OPC	-	-	-	Surebuild	Surebuild	Surecrete	-
PPC Botswana	-	-	-	-	-	-	-	Surebuild	Botcern	-
Slagment	-	-	-	-	-	-	-	-	-	Geotech 50*

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

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

B1230: COMMUNITY LIASON OFFICER (CLO)

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

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal working day will extend from 07:15 in the morning until 15:15 in the afternoon.
- (ii) To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.

C3.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The period of employment of the Community Liaison Officer shall be as decided upon jointly by the Contractor, Engineer and Employer

B1231 MEASUREMENT AND PAYMENT

"ADD NEW ITEMS"

1200: General Requirements and Provisions

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

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

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

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

B 1301: SCOPE

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

C3.21

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

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

B1402: OFFICES AND LABORATORIES

(a) General

ADD THE FOLLOWING:

“All offices and laboratories shall be supplied with approved burglar proofing”

ADD THE FOLLOWING SUB-CLAUSE:

“(h) Telecommunication System

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

“Item	Unit
--------------	-------------

B14.11 Telecommunication System Supply

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

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

B1403 HOUSING

(c) Rented Accommodation

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

B1404 SERVICES

ADD THE FOLLOWING SUB-CLAUSE

“(e) Testing of materials

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

C3.22

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B6. SECTION 1500 : ACCOMMODATION OF TRAFFIC

B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

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

(c) Channelization devices and barricades

ADD THE FOLLOWING:

"Drums shall not be used as channelization devices.

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

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

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

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

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

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

ADD THE FOLLOWING CLAUSE:

"B 1518 RETRO-REFLECTIVE MATERIAL

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

C3.23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B 1517 MEARSUREMENT AND PAYMENT

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

“DELETE THE FIRST PARAGRAPH AND ADD THE FOLLOWING”

The unit measurement for accommodating traffic where the road is constructed in half widths shall be kilometre measured along the centre line of the road which road is regravelled in half widths. No payment will be made for the newly constructed section of road.

B7. SECTION 1700: CLEARING AND GRUBBING

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

DELETE “normally” IN THE SECOND PARAGRAPH.

B8. SECTION 1800: DAYWORK SCHEDULE

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

B1801 SCOPE

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

B1802 ORDERING OF DAYWORK

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

B1803 MEASUREMENT AND PAYMENT

The engineer may order the following day work items:

C3.24

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

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

C3.25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

B.2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

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

"B2201 SCOPE

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

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

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

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

B2203 MATERIALS

(f) Skewed Ends

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

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

B2204 CONSTRUCTION METHODS

Add the following:

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

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

C3.26

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Scope

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

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

Precedence

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

Hand excavateable material

Hand excavateable material is material:

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

Note:

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

C3.27

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Table 1: Consistency of materials when profiled.

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

Trench excavation

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

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

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

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

Excavation

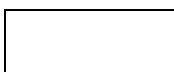
All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

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

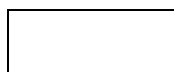
(d) Drainage of excavations

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

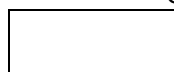
C3.28



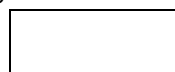
Contractor



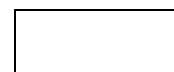
Witness 1



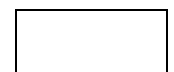
Witness 2



Employer



Witness 1



Witness 2

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

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

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

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

B.2211 BACKFILLING OF PREFABRICATED CULVERTS

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

B2212: INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

Concrete work

Add the following:

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

(h) Prefabricated inlet and outlet structures

Add the following:

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

B2218: MEASUREMENTS AND PAYMENT

Add the following:

“Item

Unit

B22.01(c)

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

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

Item

Unit

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

(i) Transverse construction joints (type indicated)

square metre (m2)

(ii) Longitudinal joints (as per drawing)

metre (m)

C3.29

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Add the following to pay item 22.08:

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

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

Add the following new items:

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

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

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

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

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

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

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

Payment shall be as follows:

80% of the payment shall be made after the barrel of the culvert has been constructed and backfilled. Remaining 20% of the payment shall be made after the wing walls have been constructed and backfilled.

C3.30

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

B10. SECTION 3100 : BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

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

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

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(d) Excavating borrow material

ADD THE FOLLOWING:

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

B11. SECTION 3300 : MASS EARTHWORKS

B 3307 FILLS

ADD THE FOLLOWING SUB-CLAUSE:

"(k) Preparation of formation of existing road

(i) General

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

C3.31

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

(ii) Earthworks

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

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

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

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

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

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

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

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

C3.32

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

B3312 MEASUREMENT AND PAYMENT

Item

B33.01 Cut and borrow to fill, including free-haul up to 0,5km

ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:

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

ADD THE FOLLOWING ITEM:

Item Unit

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

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

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

Roadbed preparation will be paid under item 33.10”.

C3.33

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B12.SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL

B 3401 SCOPE

ADD THE FOLLOWING:

“This section also covers the reprocessing or replacement of existing pavement layers over part of or over the full road width.

B3403 CONSTRUCTION

ADD THE FOLLOWING SUB-CLAUSE:

“(f) Temporary stockpiling of material

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

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

B3406 ROUTINE INSPECTION AND TESTS

REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

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

C3.4.2.17 SECTION 5200: GABIONS

B.5201 SCOPE

Add the following paragraph

“This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the engineer.”

B 5203: CONSTRUCTION OF GABION CAGES

(a) General

Add the following new sub-clause:

“(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

C3.34

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B 5204: CONSTRUCTING GABIONS

- (b) Assembly
- (c)

Delete and substitute with:

- (c) Assembly, erection and stretching
- (i) Assembly

“Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

- (ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

- (iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes. Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled.”

- (d) Rock filling

Add the following new sub-sub-clause:

- (iii) General

“Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids. Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up. Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where waterfalls directly onto gabions or where a neat face is required.

C3.35

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening. Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified. Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations. Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions."

B.5205 MEASUREMENT AND PAYMENT

Add the following new items:

ITEM	UNIT
B52.05 Removal and dismantling of existing damaged gabions.	Cubic metre (m3)

The unit of measurement for the removal and dismantling of existing damaged gabions shall be the cubic metre of each type of gabion removed and dismantled on the instruction of the engineer.

The bided rate shall include full compensation for removing and dismantling gabions, and stacking all the materials. The bided rate shall further include for the disposal of unsuitable material.

ITEM	UNIT
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B52.06 Gabions constructed from re-usable materials
Galvanised gabion boxes:

(i) 4m x 1m x 1m	Cubic metre (m3)
(ii) 3m x 1m x 1m	Cubic metre (m3)
(iii) 2m x 1m x 1m	Cubic metre (m3)

Galvanised gabion mattresses

(i) 0.3m Deep	Cubic metre (m3)
---------------	------------------

C3.36

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The unit of measurement for re-assembling gabions from re-usable materials shall be the cubic metre of rock filled cages for each type of gabion that is re-usable and approved by the engineer, as specified in the standard specification.

The bided rate shall include full compensation for using the existing wire cages and rock fill, and for supplying new binding and connecting wires, the assembling and filling of the cages, and any other work for the re-construction of the gabions to conform to the specifications."

B17. SECTION 5600: ROAD SIGNS

B5602 MATERIALS

(g) Retro-reflective material

IN THE FIRST SENTENCE, REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE "and the adhesion requirements of CKS 191."

ADD THE FOLLOWING:

"When measured with a field retro-reflectometer in accordance with section B8118, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table B8118/1".

(k) Black vinyl

IN THE SECOND SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE THE REST OF THE SENTENCE.

ADD THE FOLLOWING SUBCLAUSE:

"(m) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or other approved material to obscure destinations that are temporarily inapplicable or irrelevant.

The covers shall be neatly applied and firmly fixed in position on the rear side of the sign so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic".

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

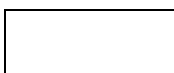
(a) Road sign boards

(i) Steel plate road sign boards

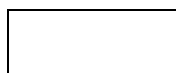
ADD THE FOLLOWING AS THE FOURTH PARAGRAPH:

"Steel plate used to manufacture guidance signs shall be pre-punched by means of an automated process with 5 mm holes in a rectangular grid pattern not exceeding 150 mm c/c".

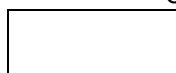
C3.37



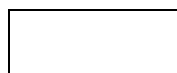
Contractor



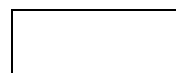
Witness 1



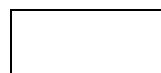
Witness 2



Employer



Witness 1



Witness 2

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

B5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

"The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications."

C3.4.2.21 SECTION 6100: FOUNDATIONS FOR STRUCTURES

B.6106 FOUNDING

Add the following paragraph:

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

B.6108 BACKFILL AND FILL NEAR STRUCTURES

(a) General

Add the following:

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

B.6109 FOUNDATION FILL

Add the following after the 3rd paragraph:

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

Add the following after the 6th paragraph:

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

C3.38

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

maximum area of the product of the neat footing length plus 750mm and the neat footing width plus 750mm."

B.6115 MEASUREMENT AND PAYMENT

Add the following new items:

"Item

Unit

B61.51

- (a) Preparation and compaction of in situ founding material to 90% Mod. AASHTO density (depth indicated) cubic metre (m³)
- (b) Extra over item B61.51 (a) for compaction to 93% of Mod. AASHTO density (depth indicated) cubic metre (m³)

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

C3.4.2.22 SECTION 6400: CONCRETE FOR STRUCTURES

B.6402 MATERIALS

Cement

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

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

B.6404 CONCRETE QUALITY

Strength concrete

Add the following paragraph:

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

B.6405 MEASURING THE MATERIALS

(c) Aggregates

Add the following:

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

C3.39

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B.6407 PLACING AND COMPACTING

(a) General

Add the following after the third paragraph:

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

B.6408 CONSTRUCTION JOINTS

(a) General

Add the following:

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

B.6409 CURING AND PROTECTING

Add the following:

The surface area of bridge and culvert floor slabs and decks shall be cured as follows:

(i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).

(iii) After the concrete has set sufficiently the entire area shall be treated with an approved curing compound as specified in clause 6409(f)."

B.6414 QUALITY OF MATERIALS AND WORKMANSHIP

(a) Criteria for compliance with the requirements

Add the following:

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

Add the following new paragraph:

(c) Concrete cores - strength requirements

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

B.6416 MEASUREMENT AND PAYMENT

Item

Unit

B64.01

Cast in situ concrete:

cubic metre (m3)

Add the following after the first paragraph:

"Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat footing dimensions of 200mm where in the opinion of the engineer accurate excavation to

C3.40

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations)."

B18. SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

ADD THE FOLLOWING CLAUSE:

B8118 TESTS ON RETRO-REFLECTIVE MATERIAL FOR USE ON ROAD SIGNS

On site testing of the retro-reflective properties of road signs shall be done with a field retro-reflectometer measuring at an entrance angle of 5,0° and an observation angle of 0,33°. The coefficient of retro-reflection so determined shall not be less than the relevant values given in Table B 8118/1 below. The coefficients of retro-reflection are expressed in candelas per lux per square metre (cd/(lux/m²)).

TABLE B 8118/1 COEFFICIENTS OF RETRO-REFLECTION

1	2	3	4	5	6	7	8	9	10	11
Class	Observation angle (degrees)	Entrance angle (degrees)	Coefficient of retro-reflection for different colours of material when measured with Standard Illuminate A* (cd/(lux/m²)) minimum							
			Red	Orange	Yellow	Green	Blue	Purple	White	Brown
I	0,33	5	10	20	35	7	3	2	50	3
II	0,33	5	20	40	70	14	6	4	100	6
III	0,33	5	30	60	105	21	9	6	150	9

Publication 15 (E-1.3.1) "

C3.41

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT SPECIFICATIONS

C 3.3 PART C PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

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

C3.42

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 01 SCOPE

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

C 02 INTERPRETATIONS

C 02.01 Supporting documents

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

C 02.02 Definitions and abbreviations

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

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

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

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

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

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

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

C 02.03 Status

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

C3.43

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

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

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

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

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

C 05 VARIATIONS IN WORKER PRODUCTION RATES

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

C 06 TRAINING OF THE TEMPORARY WORKFORCE

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

C 07 RECRUITMENT AND SELECTION PROCEDURES

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

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

C3.44

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

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

- (a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -
 - (i) All available vacancies have been or can be filled by temporary workers who already possess suitable skills, or
 - (i) The Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.
- (b) Preference shall be given to the unemployed and single heads of households.
- (c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.
- (d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

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

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

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

C3.45

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

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

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

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

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

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

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

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

C 10 THE SUBCONTRACTORS' WORKFORCES

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

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

C3.46

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 11 MEASUREMENT AND PAYMENT

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

C3.47

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

C4 SITE INFORMATION

Site Inspection

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

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

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

Site Information

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

Locality Plan

See attached.

C4.1

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BLOUBERG MUNICIPALITY



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

C5 RELEVANT DOCUMENTATION

The following documents are attached hereto and form part of the Contract:

- (i) Ministerial Determination No.3: Extended Public Works Programmes

C5.1

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Government Gazette Staatskoerant

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CONTENTS • INHOUD

No.

Page
No. Gazette
 No.**GOVERNMENT NOTICE****Labour, Department of**

Government Notice

R. 347 Basic Conditions of Employment Act, 1997: Ministerial Determination 4: Expanded Public Works Programmes..... 3 35310

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



CONTRACT NO: BM08/22/23

ELECTRIFICATION OF WITTEN EXT 10 (625)

C6 DRAWINGS

C5.1

[Signature box for Contractor]

Contractor

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2

[Signature box for Employer]

Employer

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2